

GREEN MUSHROOM FARM B.V. GENERAL CONDITIONS OF SALE

Filed with the Chamber of Commerce Haaglanden dated June 30th 2017 under file number 27318279

1. Definitions

GMF: the private limited company Green Mushroom Farm B.V.;

Other Party: the other party of GMF, the party referred to in the Agreement with whom GMF concludes an Agreement. Other Party is expressly taken to mean the party who provides or has provided plant for processing, or who contracted GMF or concluded an Agreement with GMF;

Agreement: all agreements entered into between GMF and the Other Party, all amendments and/or additions to that agreement;

Products: goods and/or services that GMF sells/delivers to the Other Party including the packaging.

2. Applicability

- 2.1. These general conditions apply to all quotations, price estimates and offers given by GMF, and to all Agreements and/or legal relationships between GMF and the Other Party. These general conditions apply also to the Agreement for the execution of the services for which GMF uses the services of third parties. These general conditions replace all previously concluded oral and/or written notifications, proposals, guarantees or commitments.
- 2.2. Additional and/or different terms and conditions of the Other Party, which are understood to include general conditions of purchase, are not part of the Agreement between GMF and the Other Party and accordingly do not bind GMF, unless GMF has expressly agreed to them in writing and in that case only for the relevant agreement.

- 2.3. The Other Party that concluded an Agreement subject to the applicability of these general conditions is deemed to have tacitly consented to the applicability of these general conditions to Agreements concluded at a later date.
 - 2.4. If these general conditions are amended in the interim, the amended version will form part of all Agreements formed between GMF and the Other Party from the date that the amendment enters into force.
 - 2.5. If one or more provisions in these general conditions are at any time wholly or partially null and void or are wholly or partially nullified, the other provisions of these general conditions remain in full effect.
- ### **3. Offer, order and formation of the Agreement**
- 3.1. All offers made by GMF are without obligation unless explicitly stated otherwise. Offers are based on the details provided by the Other Party. If these details appear incorrect, GMF is entitled to amend or cancel its offer. The Other Party carries the risk of damage caused by errors or defects in the information it provided, which forms the basis of the Agreement.
 - 3.2. The documents forming part of the offer are as accurate as possible but are not binding and remain the (intellectual) property of GMF. They may neither be used without GMF's permission, nor may they be copied or made available nor disclosed to third parties.
 - 3.3. Quotations and offers by GMF are always without obligation and may only be accepted without deviations. Quotations and offers are in any event deemed to have lapsed if they have not been accepted within one month, save for cases in which GMF has extended the validity period of the offer.
 - 3.4. GMF is always entitled to cancel offers it made to which it attached a deadline.

- 3.5. After written acceptance of the offer by the Other Party, GMF will confirm the instruction by way of confirmation of the instruction. The Agreement is formed at the moment GMF sends the confirmation of the instruction to the Other Party.
- 3.6. An instruction or order that is given or placed without a preceding quotation is accepted only if this is confirmed by GMF in writing, or has been or will be carried out.
- 3.7. The person signing on behalf of the Other Party declares, by placing his signature, that he is authorised to represent the Other Party and that for this purpose all the necessary formalities have been fulfilled.
- 3.8. Furthermore, orders accepted by intermediaries (for example, agents or representatives) in the name of GMF, bind GMF only if GMF has confirmed the order in writing, which also applies to acceptance of the (applicability of) deviating clauses and/or conditions.
- 3.10. If GMF refers to product specifications, these relate to the most recent product specifications, which have been published by GMF.
- 3.11. GMF reserves the right - but is neither obliged nor can be expected - to make amendments to the agreed specifications of Products and in guidelines, instructions or regulations of the Other Party without prior notification to or approval from the Other Party, if safety regulations or other rules so dictate. If the Other Party learns of such rules or regulations it is obliged to inform GMF immediately.

4. Prices and rates

- 4.1. Sale, delivery and availability of the Products is done for the prices and rates applied by GMF at the time of the formation of the Agreement. All prices are in euros, unless explicitly agreed otherwise in writing.
- 4.2. Unless agreed otherwise in writing, all prices and rates applied by GMF exclude VAT and any other government or semi-government levies, and exclude administration, transport or shipment costs.
- 4.3. GMF reserves the right to amend the prices and rates. Amended prices and rates apply from the date they are introduced, unless agreed otherwise in writing.
- 4.4. In the event of a price or rate increase, GMF will—insofar as this is reasonably possible—inform the Other Party accordingly. If the Other Party does not agree with the price and/or rate increase announced by GMF, the Other Party is entitled to terminate the current Agreement by sending a written extrajudicial notice to that effect to GMF. If GMF has not received this notice within 14 days of receipt by the Other Party of the notice concerning the price and/or rate increase, or at least from the date on which the Other Party could reasonably have taken notice of the price and/or rate increase, the Other Party will be deemed to have agreed to the price and/or rate increase.
- 4.5. GMF is not bound to comply with an offer or Agreement for a price stated that is obviously a misprint or clerical error.

5. Packaging

- 5.1. GMF is entitled to charge for packaging once at cost price.
- 5.2. Returnable packaging delivered via GMF—including but not limited to, pallets, containers, crates and boxes—for which a deposit was agreed and calculated, always remains the ownership of GMF or its supplier and is taken back at the invoice price applicable at the time of return, possibly increased by a fixed packaging fee in accordance with the applicable and agreement arrangement. The containers returned must be cleaned in such a way that they are suitable for fresh edible horticultural products.
- 5.3. When returning packaging using GMF vehicles, the packaging must be sorted and ready for transport.
- 5.4. The Other Party may not use packaging or to allow third parties to use packaging which bears the GMF's pictorial trademark.

6. Delivery, supply, delivery dates and risk

- 6.1. The place and date of delivery will be recorded in the Agreement.
- 6.2. If no agreement has been made between GMF and the Other Party about the place of delivery, GMF is entitled to dispatch the order in the manner it deems best. The Incoterms applicable at the time the Agreement is concluded, will apply to the Agreement. International shipments are delivered EXW (Ex Works GMF) with agreed place of loading as included in the Incoterms 2000, unless it has been agreed otherwise in writing. Domestic shipments are delivered DDU (Delivery Duty Unpaid) with agreed place of destination. The moment GMF hands over the Product to the transport company, it is no longer liable for late delivery, non-delivery, other transport problems or transport damage.

- 6.3. Shipment takes place entirely for the risk and account of the Other Party.
- 6.4. When placing the order or at the request of GMF, the Other Party must indicate in writing what details, specifications and documents are required in accordance with the regulations of the country in which the delivery is made, among other things, with regard to:
- Invoicing;
 - Phytosanitary requirements;
 - International certificates; and
 - Other import documents or import declarations.
- 6.5. If no delivery date has been agreed between GMF and the Other Party, GMF will determine the delivery date.
- 6.6. GMF undertakes to make delivery within a reasonable period of time after the conclusion of the Agreement. An agreed delivery period is not a final deadline. Default takes effect only after a written notice of default has been given. A reasonable period of time for performance is at least the reasonable period applicable in GMF's sector.
- 6.7. Impossibility to deliver or late delivery regardless of the origin of things does not oblige GMF to pay any compensation.
- 6.8. Late delivery does not give the Other Party the right to terminate the Agreement or to suspend its payment obligations or to not make payment on time.
- 6.9. Impossibility to deliver does not oblige GMF to pay any compensation.

- 6.10 GMF is entitled to suspend delivery to the Other Party as long as the Other Party fails to comply with its obligations or payment obligations under any current legal relationships concluded with GMF. This suspension applies up to the date on which the Other Party has complied with its obligations towards GMF in full.
- 6.11 If the Other Party takes delivery of the Product ordered before the agreed delivery date, all risks ensuing therefrom are borne entirely by the Other Party.
- 6.12 If the Other Party takes or wishes to take delivery of the Product ordered after the agreed delivery date, then the risks of any possible loss in quality - resulting from longer storage - are borne entirely by the Other Party.
- 6.13 If delivery of the Product is postponed at the request of the Other Party, the Other Party is obliged to compensate GMF for the related ensuing costs.
- 6.14 GMF is released from its obligation to deliver and from its other obligations in the event of whole or partial failure of the crop or whole or partial decay during storage for whatever reason, unless such is attributable to intent or gross negligence on the part of the GMF.
- 6.15 GMF is also entitled, but not obliged, to arrange for replacement delivery. This alternative delivery will take place under the same conditions as originally agreed upon.
- 6.16 If it appears impossible to deliver a Product ordered for whatever reason, GMF is entitled to deliver a Product that is equivalent to the Product ordered as far as possible, or to cancel the order if the Product ordered cannot be delivered or if the Other Party does not accept a different Product. GMF is not subject to a best efforts obligation.
- 6.17 Deliveries take place subject to the usual harvest-and-processing reservation. Should GMF justifiably invoke the harvest-and-processing reservation, GMF is not obliged to deliver but, if possible, it will attempt to make a pro rata delivery of the Products ordered or similar alternative products. If GMF invokes this reservation, this will not entitle the Other Party to any payment of compensation.
- 6.18 GMF is entitled to deliver the Product by way of partial deliveries,
- 6.19 Unless the parties have made other agreements in writing, the Other Party must accept minor, generally accepted deviations in, for example, quality, colour, size, quantity (up to and including 3% pursuant to article 7 of these general conditions) or finish.
- 7. Inspection and complaints**
- 7.1. When deliveries are shipped by GMF, the Other Party is obliged to check whether the Product delivered is the correct Product, whether it complies with the quality requirements prevailing in the sector, and whether the quantity of the Product delivered is consistent with what is recorded in the Agreement. If there is a difference in quantity of up to and including 3% of the total, or at least in the percentage agreed in writing between the Parties, GMF is not obliged to pay the Other Party any compensation. If there is a large difference, GMF is never obliged to pay the Other Party compensation larger than a price-proportionate compensation on the undelivered part.
- 7.2. If delivery is made in GMF's business premises, the Other Party is obliged to immediately inspect the Product delivered on site in accordance with paragraph 1.

- 7.3. If the Product is delivered to a third party that will keep the Product for the Other Party, the Other Party is obliged to inspect or have the Product inspected by the holder in accordance with article 1. The time periods referred to in this article apply from the time of delivery to the holder.
- 7.4. Complaints relating to visible defects, including but not limited to the impairment, quality, quantity, size or weight of the Product ordered, must be reported to GMF within 24 hours after delivery, and GMF must be informed accordingly in writing to GMF within 3 days after delivery.
- 7.5. Complaints relating to invisible defects must be reported to GMF immediately, and in any event within 24 hours after discovering the defect, and GMF must be informed of said discovery in writing within 3 days.
- 7.6. Furthermore, complaints must always be reported to GMF at a time that GMF is able to inspect the relevant product.
- 7.7. If the Other Party is of the opinion that there is a defect in the Product delivered by GMF, the Other Party must keep the Product delivered and allow GMF (or a third party designated by GMF) to view and inspect the Product.
- 7.8. A complaint must at least include a detailed and accurate description of the defect, a statement of the relevant facts from which it is clear that the complaints relates to the Product delivered by GMF, and a statement of the storage place of the Product to which the complaint relates.
- 7.9. Lodging complaints does not suspend the payment obligation, regardless of the validity of the complaint.

8. Invoicing and payment

- 8.1. Invoicing will be done by GMF as soon as possible after the delivery, unless this has been agreed otherwise with the Other Party in writing.
- 8.2. GMF is always entitled to require the Other Party to make a (100%) advance payment, cash payment or provide security for the payment.
- 8.3. Payment by the Other Party of the invoices send by GMF must be made in euros within 14 days of the invoice date to a bank and/or giro account designated by GMF, unless otherwise agreed in writing.
- 8.4. GMF is entitled to charge the Other Party for any exchange rate differences.
- 8.5. Payments made by the Other Party will be used to first pay all interests and costs due and then to pay the longest outstanding and due invoices.
- 8.6. GMF is always entitled to invoice partial deliveries separately.
- 8.7. The Other Party is may not set off its payment obligations against a claim it has against GMF for whatever reason without the express written permission of GMF.
- 8.8. The Other Party may not suspend its payment obligations towards GMF without the express written permission of GMF.

- 8.9. The payment term referred to in article 8.3 is a strict deadline. If payment is not made in time, the Other Party is default without notice of default being required. In that case the interest owed by the Other Party will be 1% of the invoice amount for each month or part of a month exceeding the expiry date.
- 8.10. If the Other Party fails to make payment or does not make payment in time, the Other Party will also owe GMF extrajudicial costs, in addition to the interest referred to in article 8.9, which will be at least 15% of the amount to be claimed, with a minimum of €500 without prejudice to the right of GMF to charge the Other Party for the actual costs incurred, including any court costs, if these exceed the thus calculated amount.
- 8.11. If the Other Party fails to make payment or does not make payment in time or fails to properly comply with any of its obligations, GMF is entitled to terminate the Agreement out-of-court, and to desist from making any deliveries and carrying out activities and/or services, without prejudice to the right of GMF to claim performance or compensation of the damage suffered as a result of termination of the Agreement.
- 8.12. If the Other Party fails to properly fulfil one or more of its obligations or does not fulfil them in a timely manner, GMF's obligations will immediately and automatically be suspended up to the time the Other Party has paid all amounts due and payable (including interest and extrajudicial costs).
- 8.13. If the Other Party is liquidated, declared bankrupt or if it has been granted a moratorium, the Other Party's payment obligations will become immediately due and payable and GMF will be entitled to suspend further performance of the Agreement, or to proceed to terminate the Agreement, all this without prejudice to its right of to claim compensation.

9. Force majeure

- 9.1. Force majeure is understood to mean all shortcomings in the performance of the Agreement that cannot be attributed to GMF or the Other Party, because these cannot be blamed and cannot be attributed to them by virtue of any law, legal act or generally accepted principles. Force majeure includes force majeure on the part of GMF's suppliers, inadequate performance of obligations of suppliers that the Other Party prescribed to GMF, and deficiencies in the third-party items, materials or software the use of which the Other Party prescribed to GMF.
- 9.2. In the event of temporary force majeure, which includes the situation that a Product ordered by the Other Party is temporarily out of stock, GMF will be entitled to extend the envisaged term of delivery by the amount of time that the temporary force majeure lasts.
- 9.3. In the event of permanent force majeure, which includes circumstances that GMF or the Other Party do not control and reasonably cannot affect and that render the delivery or provision of the Product or the performance of activities impossible, including the situation wherein the Product ordered has been sold out, GMF or, as the case may be, the Other Party will be entitled to terminate the Agreement out of court. In the event of force majeure, the Other Party will not be able to claim the compensation of any damage suffered by it from GMF, without prejudice to the provisions of Article 6:78 DCC.

10. Cancellation

- 10.1. In the event of cancellation by the Other Party, for whatever reason, the Other Party remains obliged to meet all its obligations, including payment obligations.

11. Retention of title and rights, specification and retention

- 11.1. The Product supplied by GMF remains the property of GMF until all outstanding claims against the Other Party under all Agreements between GMF and the Other Party have been paid in full, including compensations, interest and costs.
- 11.2. Should it at any time become apparent that GMF's retention of title to the items referred to in article 11.1 is extinguished, the Other Party hereby undertakes in advance that in that case it will create a non-possessory right of pledge on all these items or will furnish some other security for GMF immediately at GMF's request.
- 11.3. If the Other Party uses items supplied by GMF to create a new item, the Other Party creates this item only for GMF and the Other Party will hold the newly created item for GMF until the Other Party has paid all amounts due by virtue of the Agreement; in that case, GMF will hold all rights as owner of the newly created item until payment is made in full.
- 11.4. If this situation arises, the Other Party states that it will create a non-possessory right of pledge on all the items referred to in article 11.3 or will furnish some other security for GMF immediately at GMF's request.
- 11.5. If need be, rights will always be granted or transferred to the Other Party under the explicit condition that the Other Party pays the compensations agreed for this on time and in full.
- 11.6. The materials supplied or provided by GMF to the Other Party will be fully for the account and risk of the Other Party as from the moment of actual delivery to the Other Party. The Other Party must properly insure the items supplied under retention of title.

12. Intellectual and Industrial Property Rights

- 12.1. All plant variety rights and other intellectual and industrial property rights to the Products to be supplied or otherwise provided by GMF to the Other Party are vested exclusively in GMF, GMF's licensors and/or GMF's suppliers, even if it concerns rights to work performed by GMF at the instruction of the Other Party.
- 12.2. The Other Party is not permitted to remove or change designations regarding intellectual property rights on the Products supplied or provided by GMF, their packaging or other documents and statements of GMF.
- 12.3. Without the explicit prior written permission of GMF, the Other Party is prohibited from multiplying, propagating, disclosing, exploiting or displaying, in any way whatsoever, material of GMF that is subject to intellectual and industrial property rights.
- 12.4. The Other Party may only use the Products supplied – if it concerns seeds or plant material – for the growing of a final product at the Other Party's business. The final product may be sold by the Other Party only under the relevant variety name and possibly the brand name.

- 12.5 Propagating material of varieties that are protected by a plant variety right applied for or granted in the Netherlands and/or any other country, or by a perpetual contractual clause, may not be used to propagate the variety. Moreover, illegally propagated propagating material and plant material may not be:
- a. treated for propagation;
 - b. marketed;
 - c. sold on;
 - d. exported;
 - e. imported;
 - f. or kept in stock for one of these acts.
- 12.6 The Other Party is obliged to take every precautionary measure to prevent the infringement of GMF's intellectual and industrial property rights.
- 12.7 All intellectual property rights created as a result of the performance of an agreement by GMF will be vested in GMF. Immediately at GMF's request, the Other Party will do whatever necessary for GMF to acquire and secure these rights. Where necessary, these rights will be transferred from the Other Party to GMF at GMF's request. In case of non-transferrable rights, the Other Party will waive these rights insofar as possible and permitted.
- 12.8 GMF is entitled to enter the business of the Other Party or the parcels falling under its management, where the Products supplied or provided by GMF are located, in order to view and/or assess that material. GMF will inform the Other Party of its arrival in good time.
- 12.9 The Other Party is obliged to immediately allow access to its business and the crops to inspection agencies carrying out inspections on behalf of the owner of a variety delivered to it. If requested, the Other Party must also allow immediate inspection of its administrative accounts, such as invoices, insofar as relevant to this inspection.
- 12.10 The Other Party indemnifies GMF against all its damage as a result of violations of plant variety rights or other intellectual or industrial property rights and/or perpetual clauses by GMF in the context of actions that took place for the performance of the Agreement.
- 12.11 The Other Party is obliged to provide all cooperation required by GMF, including cooperation in the collection of evidence if GMF becomes involved in proceedings regarding plant variety rights or other intellectual and industrial property rights.
- 13. Liability of GMF and indemnification**
- 13.1. GMF accepts no liability whatsoever outside of the cases referred to in this article, regardless of the grounds underlying a claim.
- 13.2. GMF is in no case liable for damage suffered by the Other Party caused by or otherwise related to the Product, unless the damage is the result of intent or gross negligence on the part of GMF.
- 13.3. If GMF is liable for damage suffered by the Other Party, GMF is only liable for direct damage up to a maximum of the amount of the invoice (excluding VAT) charged to the Other Party for the delivery in question. GMF is in no case liable for any form of indirect damage, including but not limited to consequential damage, lost turnover and/or lost profit.

- 13.4. GMF is in no case liable for damage in the event of force majeure.
- 13.5. Compensation of damage in the event of a complaint or claim is only an option if the complaint is filed in conformity with article 7, is justified and is the result of intent or gross negligence on the part of GMF. Moreover, the compensation of damage is limited to the part of the item delivered to which the complaint/claim pertains.
- 13.6 If any compensation of damage is due in accordance with this article, this will in no case entitle the Other Party to suspend or set off its payment obligations regarding the Product supplied or provided.
- 13.7 Any potential claim to compensation of damage expires if and as soon as one year has passed since the delivery of the Product in question and no claim has been submitted to GMF in writing.
- 13.8 The Other Party indemnifies GMF against any third-party claims regarding the Product.
- 13.9 The Other Party must limit any damage as much as possible.

14. Recall

- 14.1. If GMF recalls items delivered to the Other Party by virtue of a recall action or if GMF itself decides to recall, the Other Party is obliged to provide its full cooperation to this immediately at GMF's request by, among other things, selling back and returning to GMF all items to which the recall action pertains and which the Other Party has in stock, such immediately at GMF's request and against compensation of the price charged to it. If the Other Party fails to provide this cooperation on request, it will be in default with immediate effect and any costs related to the recall action and any damage resulting from

the defect will be fully for the account of the Other Party, irrespective of who bears the risk for the recall action.

- 14.2. To the extent that items to which the recall action pertains have already been sold and delivered by the Other Party, the Other Party will provide GMF with its full cooperation and with all the information that GMF believes necessary to inform purchasers or end users of the recall action in a timely manner.
- 14.3. The reasonable costs incurred by the Other Party in relation to its cooperation in a recall action will be compensated by the Seller to the extent that these costs were incurred in consultation with GMF.
- 14.4. The contents of these general conditions apply in full to any liability on the part of GMF in matters regarding a recall action.

15. Termination of the Agreement

- 15.1. GMF is entitled to terminate the Agreement with the Other Party with immediate effect for the future through a written notice, without prior or further notice of default, if:
- the Other Party fails attributable in the performance of any of its obligations, despite proper notice of default;
 - the Other Party is granted a moratorium, either or not provisional, or is declared bankrupt, or submits a request to apply a debt management scheme, or is placed under administration or guardianship;
 - an attachment is levied against the Other Party on the Other Party's property in respect of substantial debts and this attachment is maintained for more than two months;
 - the Other Party fully or partially ceases its business operations or otherwise liquidates and/or radically changes or transfers its business activities without the prior written permission of GMF.

15.2. In the event of the Agreement's termination, all payments owed by the Other Party to GMF are immediately due and payable in full.

15.3. In the event of the Agreement's termination, the provisions regarding intellectual property, payment obligations, inspection and complaints, limitations of liability, choice of law and dispute settlement remain in effect.

15.4. GMF will never owe the Other Party any compensation of damage or payments on account of the aforementioned termination of the Agreement, without prejudice to GMF's right to full compensation of damage for violations by the Other Party of its obligations as referred to above and without prejudice to any other rights vested in GMF in this regard.

16. Distributorship and (commercial) agency

16.1. The Other Party is not considered a distributor, commercial agent or representative of GMF unless explicitly appointed as such in writing. Therefore, the Other Party will not in any way act as if, or otherwise create the impression that, the Other Party was supposedly appointed as a distributor, commercial agent or representative of GMF, neither towards third parties nor to GMF.

17. Replacement clause

17.1. If it is established in court that any provision of these general conditions cannot be relied on, the provision in question will in any event be construed as having a content and purport that is as much as possible in accordance with the original provision and allows it to be relied on.

18. Filing of the general conditions

18.1. These general conditions were filed with the Chamber of Commerce under whose jurisdiction GMF falls on June 30th 2017, under file number 27318279. The applicable version of these general conditions is always either the version that was last filed and/or the version as it applied at the time the contract was concluded.

19. Applicable law and disputes

19.1. All Agreements concluded between GMF and the Other Party are governed exclusively by Dutch law and exclude the applicability of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG; the Vienna Convention).

19.2. Unless mandatory rules of jurisdiction dictate otherwise, all disputes arising from or relating to an Agreement concluded between GMF and the Other Party will be submitted exclusively to the competent court in Den Haag, the Netherlands.