

GENERAL PURCHASE CONDITIONS OF GREEN MUSHROOM FARM B.V.

Filed with the Chamber of Commerce of Haaglanden on November 30th 2017 under file number 27318279.

1. Definitions

- GMF: the limited liability company Green Mushroom Farm B.V;
- Supplier: every legal entity or natural person with whom GMF has entered into, or wishes to enter into, an agreement, as well as its/his (authorised) representative(s), successor(s) in title and heir(s).

2. Applicability

- 2.1. These general conditions shall apply to all purchase agreements under which GMF acts as buyer, as well as to all requests and orders by GMF, whereby an order shall also be regarded as an offer.
- 2.2. These general conditions shall also apply if GMF expressly accepts an offer from the Supplier, with reference to these general conditions.
- 2.3. Deviations from these general conditions must always be agreed in writing with the Supplier; the Supplier cannot invoke earlier deviations made in a contractual relationship with GMF.
- 2.4. General sale and/or purchase conditions of the Supplier shall not be binding on GMF.

2.5. If and insofar as it is established in court that any provision of these general conditions cannot be invoked, the provision in question shall be interpreted to have a content and scope as equivalent as possible, whereby it can be invoked. In that case, the other provisions of these conditions shall remain in force.

2.6. The headers of the articles do not have any independent meaning and parties will not be able to derive any rights therefrom.

3. Offers, agreements

- 3.1. All requests, orders or offers made by GMF or its subordinates in any form whatsoever, are always free of obligation, unless otherwise indicated.
- 3.2. An agreement shall not be concluded until it is confirmed by GMF within 48 hours after the Supplier's acceptance has been sent or, if the offer originates from the Supplier, by acceptance thereof.
- 3.3. GMF is entitled to substitute another party for both agreements entered into and their performance.
- 3.4. Even after the agreement has been concluded, the Supplier is still obliged to implement all the desired non-fundamental changes required by GMF.

4. Prices

- 4.1. An agreed price is expressed in euros and is exclusive of VAT.
- 4.2. An agreed price includes packaging, insurance, transport and unloading costs, unless otherwise agreed by the parties.

- 4.3. An agreed price cannot be increased by the Supplier, not even as a result of a cost price increase for whatever reason, unless GMF expressly agrees to this.

5. Delivery

- 5.1. Unless otherwise agreed, the Supplier shall deliver carriage paid to GMF.
- 5.2. If the Supplier suspects that it cannot realise the committed delivery time, it shall notify GMF of this without delay, stating the relevant circumstances.
- 5.3. Unless the parties have agreed otherwise, the delivery times specified by the Supplier shall be regarded as strict deadlines. Late delivery by the Supplier legally qualifies as default, without any notice of default being required.
- 5.4. The Supplier shall be liable for damage suffered by GMF and the customers of GMF as a result of non-delivery or late delivery by the Supplier.
- 5.5. Without prejudice to its right to statutory damages, GMF shall be entitled, in the event of late delivery and/or cancellation, to demand compensation for reasonable additional expenses incurred to replace the goods not received.
- 5.6. In the event of cancellation due to late delivery, GMF shall be entitled, for the risk and account of the Supplier, to return the goods already delivered.

6. Transfer of ownership

- 6.1. The ownership of goods, as well as the risk of the goods shall first pass on delivery.
- 6.2. If the goods are subject to rights other than the Supplier's right of ownership, the Supplier shall immediately inform GMF thereof.

7. Termination of the purchase agreement

- 7.1. GMF is entitled to unilaterally terminate/cancel the agreement without further notice of default:
- a. in the event of the Supplier's failure to perform its obligations arising from the agreement or in connection therewith;
 - b. if the Supplier is declared bankrupt or applies for suspension of payments or in the event of closure or liquidation of its business;
- 7.2. If a circumstance referred to in paragraph 1 occurs, the Supplier shall be in default by operation of law without notice of default and GMF shall be entitled to claim statutory damages.
- 7.3. All claims that GMF may have on the Supplier shall as a result become immediately due and payable.
- 7.4. In the aforementioned circumstances, GMF may choose to have the ordered goods manufactured or completed in whole or in part by third parties at the Supplier's expense and risk, after written notification to the Supplier.

8. Payment

- 8.1. Invoices shall be paid within 30 days of receipt and full acceptance of the goods. Payment does not release the Supplier from any guarantee and/or compensation by which it is bound under the agreement or the law.
- 8.2. GMF is at all times entitled to set off outstanding invoices against its own claims on the Supplier.

9. Inspection

- 9.1. The goods delivered shall comply with the agreed requirements, specifications and all conditions that GMF may expect in respect of the goods, both in terms of quality and quantity, and shall also comply with statutory requirements and other government regulations.
- 9.2. After delivery, GMF is entitled to inspect the goods at its own expense before acceptance.
- 9.3. If GMF rejects the goods, it shall notify the Supplier thereof in writing within 4 days of delivery, stating the choices provided under these conditions.
- 9.4. The Supplier shall be liable for all costs incurred by GMF as a result of the rejection of the delivered goods, including the costs of the inspection.
- 9.5. When the goods are rejected in accordance with these general conditions, ownership thereof shall transfer to the Supplier and GMF shall keep the goods at the Supplier's expense and risk from that moment on.

- 9.6. If the delivered goods are rejected, GMF shall have the following options:

- a. return the delivered goods at the expense of the Supplier, while demanding proper performance, possibly in combination with compensation;
- b. termination;
- c. partial termination / partial fulfilment, possibly in combination with compensation;
- d. price reduction proposed by GMF;
- e. completion or treatment of the goods by a third party in accordance with Article 7, paragraph 4.

10. Liability

- 10.1. Without prejudice to the other relevant provisions of these general conditions, GMF shall always be entitled to claim compensation in case of non, late or improper delivery by the Supplier.
- 10.2. The Supplier shall be liable for any damage incurred by GMF as a result of non, late or improper delivery by the Supplier as a result of claims from customers and third parties. Moreover, the Supplier shall indemnify GMF against such claims.
- 10.3. The Supplier shall be liable for any damage incurred by GMF as a result of government fines or claims from customers and third parties in connection with the presence of undesirable residues or non-compliant levels of substances (e.g. pesticides, chemicals, minerals) in or on the product. Moreover, the Supplier shall indemnify GMF against such claims.

11. Product liability

- 11.1. If an action for product liability is brought against GMF, the Supplier shall indemnify GMF insofar as the damage was caused by a defective item delivered by the Supplier. If the cause of the damage falls within the Supplier's sphere of responsibility, the Supplier is obliged to prove that it is not liable.
- 11.2. In cases as referred to in the previous paragraph, all costs and expenses shall be borne by the Supplier, including the costs of any legal proceedings.
- 11.3. For the remainder, the statutory provisions shall apply.

12. Recall

- 12.1. The Supplier shall be liable for all damage suffered by GMF as a result of recalls by GMF.
- 12.2. The Supplier shall indemnify GMF against claims from customers and third parties.

13. Industrial and intellectual property rights

- 13.1. Goods delivered to GMF may not infringe any patent, license, copyright, registered drawing or design, trademark, trade name or other intellectual property rights. The Supplier shall indemnify GMF and the customers of GMF against all claims of such nature and shall compensate any resulting damage.

14. Applicable law

- 14.1. Any agreements entered into by GMF with the Supplier shall be governed exclusively by Dutch law, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention).
- 14.2. All disputes arising from or connected with an agreement concluded between GMF and the Supplier shall - subject to mandatory rules of jurisdiction - be submitted exclusively to the competent court in The Hague (Netherlands).

15. Filing of general purchase conditions

- 15.1. On November 30th 2017, these general conditions were filed at the offices of the Chamber of Commerce, in whose district GMF has its registered office, under file number 27318279. The most recently filed version or the version applicable at the time of the creation of the agreement applies.