

BEANWORKS SEEDS & GRAINS GENERAL TERMS AND CONDITIONS OF PURCHASE
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1. Applicability and Legal Effect

- 1.1. The present terms and conditions apply to all requests for quotations, orders and agreements regarding the purchase and supply of movables, and all requests for quotations and agreements regarding the performance of agreements relating to orders and the supply of services between Beanworks Seeds & Grains BVBA (hereinafter referred to as "**Beanworks**"), with enterprise number 0548.852.031, with registered office at 42 Schaarbeekstraat, 9120 MELSELE, and any supplier (hereinafter referred to as the "**Supplier**").
- 1.2. The most recent and applicable version of the terms and conditions is always available at the registered office of Beanworks as well as on the website "www.beanworks.eu" and can be obtained upon simple request. Beanworks reserves the right to alter unilaterally the present terms and conditions.
- 1.3. In the event of contestation of or contradiction with stipulations to the contrary, the terms and conditions of Beanworks shall always take precedence. Stipulations to the contrary shall only apply if they have been accepted explicitly by Beanworks. Consequently, any silence can in no way be interpreted as acceptance of other conditions.

2. Conclusion of Agreements, Quotations, Orders and Prices

- 2.1. If Beanworks sends a request for quotation, the present general terms and conditions shall apply and the request for quotation shall be part of the purchase order. By submitting a quotation to Beanworks, the Supplier declares that he has sufficient knowledge of the expectations of Beanworks and that he has been informed of all relevant facts and circumstances which can influence the supply to Beanworks. Costs incurred by the Supplier which are associated with the submission of a quotation shall not be reimbursed by Beanworks.
- 2.2. There is nothing obliging Beanworks to conclude an agreement, and Beanworks has the right to break off negotiations without stating any reason and without owing any compensation. Every request for quotation or order shall be confirmed by Beanworks in a purchase order which is only valid if it was issued by a person qualified to represent and bind Beanworks. The purchase order, the present terms and conditions and the quotation together make up the Agreement and supersede all previous understandings. Each order is deemed to be a separate offer by Beanworks to buy from the Supplier in accordance with these conditions, which the Supplier shall be free to accept or decline at its absolute discretion.
- 2.3. Each order shall be given in writing or, if given orally, shall be confirmed in writing within five days and contain Beanworks' reference number for purchase, the Supplier's lot/contract reference number, the tonnage purchased, variety and price (including any discounts and/or premiums), the delivery period and proposed delivery location
- 2.4. The prices stated by the Supplier in the quotation and agreed upon by the parties are fixed, expressed in EUR or USD, exclusive of VAT, and include all administrative and processing costs, such as, but not limited to, shipping costs, clearance charges, insurance costs and costs of packaging, including pallets.
- 2.5. The Supplier shall provide Beanworks with one invoice per (partial) delivery. For the invoices of the Supplier to be settled, they must be compiled in a legal manner and be transmitted as a pdf file to Beanworks via e-mail at: invoice@beanworks.eu. If these invoice conditions are not met, Beanworks has the right to refuse the invoice and the relevant amounts will only be owed after

receipt of a correct invoice. The invoice date stated on this amended invoice shall be the date of dispatch of the new invoice.

- 2.6. The payment term of the invoices addressed to Beanworks shall be 30 days after receipt and approval of the invoice. If Beanworks, for whatever reason, does not make payment within the imposed time limit, the compensation owed on account of that can never be more than what is allowed by the law of 2 August 2002 on the fight against payment arrears in commercial transactions, or in accordance with common law unless agreed otherwise. Beanworks has the right to suspend payments (temporarily, where appropriate) in the event of a failure in the performance of the agreement which is imputable to the Supplier.

3. Delivery and Acceptance

- 3.1. The Supplier shall deliver the goods ordered at the time, at the place and under the circumstances and applicable Incoterm (in accordance to the ICC Incoterms being in effect at the time) of delivery stated in the purchase order and according to the present terms and conditions of purchase of Beanworks. As soon as the supplier expects the agreed upon delivery term to be exceeded, Beanworks must immediately be notified, and the Supplier must justify this delay and formulate a concrete proposal with a view to limiting and bridging the delay. In the event that the delivery period is exceeded, the supplier shall always owe Beanworks a compensation equal to 0.5% of the total price of the relevant goods and/or services, for every calendar day that the delivery period is exceeded, with a maximum of 10%. If the delivery period has been or risks being exceeded by more than 30 days, Beanworks is entitled to terminate the agreement without owing the Supplier any compensation, while retaining its right to compensation under the agreement or pursuant to the law. Beanworks is entitled, in the event of non-performance by the Supplier, to purchase replacement goods and to recover all the damage caused, such as the additional costs and the price difference, from the Supplier.
- 3.2. The supply of goods is complete the moment the goods have been received by or on behalf of Beanworks, and Beanworks has signed for approval of delivery or has otherwise expressly approved delivery. Such signature, however, does not alter the fact that the goods delivered can still be refused by Beanworks afterwards, or that Beanworks can hold the Supplier accountable for a failure. The provision of services is complete the moment Beanworks confirms in writing that the services provided have been performed, or has approved the services provided. Such confirmation shall be without prejudice to the right of Beanworks to hold the Supplier accountable for any failure.
- 3.3. The supplied goods must comply with all the requirements prescribed in applicable law on food and commodities as well as with the respective regulations according to Belgian and EU law, as amended. The goods to be supplied must in any case be free from plant protection, pest control and stock protection agents, heavy metals, radioactivity and other undesired substances.
- 3.4. Beanworks has the right to subject (cause to be subjected) the goods delivered to an inspection. The Supplier must cooperate fully in this regard, for example in the interest of having all parties present during the inspections of the goods delivered. In the event that the goods are rejected, Beanworks shall notify the Supplier in writing and Beanworks shall store (cause to be stored) the rejected goods for account and risk of the Supplier and keep them available for collection by or on behalf of the Supplier. If the Supplier has not collected the rejected goods within a period of 14 days after Beanworks has advised the Supplier that the goods delivered have been rejected, Beanworks may return the rejected goods to the Supplier, for its account and risk, without the Supplier's permission. If the Supplier subsequently refuses to take delivery of the rejected goods, Beanworks shall store, sell or destroy the rejected goods for account and risk of the Supplier. The possible rejection of certain goods allows Beanworks to suspend, in

whole or in part, its payment obligations vis-à-vis the Supplier, without the Supplier being able to refuse, for whatever reason, to suspend or not to carry out deliveries for the benefit of Beanworks.

- 3.5. The deliveries shall be packaged and protected as adequately as possible and as reasonably required, for account and risk of the Supplier, and be marked in accordance with the instructions of Beanworks so that they take place in a good state and can be transported and unloaded in a safe manner. If the Supplier fails to comply with this, Beanworks shall be entitled to refuse the delivery and to consider it non-existent. If containers or packages have to be returned to the Supplier, this must be clearly stated on the transport documents and the containers or packages concerned will be returned at the expense and risk of the Supplier, unless agreed otherwise in writing. The Supplier shall compensate Beanworks for all the damage resulting from inadequate packaging, protection, transport and/or labelling, and shall hold Beanworks harmless from any and all claims regarding damage that third parties suffer as a result.
- 3.6. The Supplier shall observe the following specific delivery conditions:
 - 3.6.1. All conventional (non-organic) goods are to be properly fumigated prior to shipment with aluminium phosphide. No other method of fumigation is accepted by Beanworks;
 - 3.6.2. The Supplier must comply with applicable EU-legislation regarding maximal residues of pesticides, heavy metals (such as lead, cadmium and mercury) and other relevant substances. The Supplier will, at first request of Beanworks, forward to Beanworks copies of its current certificate of registration (compliant with applicable EU regulations, including licence number, expiry date and trading schedule);
 - 3.6.3. Contracts, shipments and deliveries are performed under Incoterms 2010 (or in accordance to the ICC Incoterms being in effect at the time);
 - 3.6.4. All deliveries must be accompanied by all required shipment documentation (such as the bill of lading, invoice, packing list, certificate of origin, certificate of weight and quality, NON GMO certificate, phytosanitary certificate, fumigation certificate, free of gas certificate). Such documentation must, if applicable, be delivered to Beanworks five days before delivery via e-mail to: invoice@beanworks.eu. Drafts of such documentation, if applicable, must also be delivered to Beanworks for review and approval by Beanworks within 48 hours of receipt of such documentation;
 - 3.6.5. Weight and quality of the goods are final at time of loading.
- 3.7. Goods that fail to comply with these terms of supply will be replaced free of charge to Beanworks or, at Beanworks' option, the Supplier will refund all payments made by Beanworks in respect of the defective goods. Moreover the Supplier shall indemnify and hold Beanworks harmless from any and all claims, costs or losses resulting from the failure of the Supplier to comply with these specific delivery conditions.
- 3.8. The Supplier may not suspend the delivery of any goods or the provision of any services for any reason whatsoever.
- 3.9. Upon Beanworks' request the Supplier shall provide Beanworks with appropriate certification stating the country of origin of the goods sufficient to satisfy the requirements of the customs authorities of the country of receipt and any applicable export licensing regulations and a declaration of conformity. The Supplier shall comply in marking the goods with the requirements of the custom authorities of the country of receipt.

4. Ownership and Risk

Beanworks shall become the owner of the goods at the time of compliant delivery which is accepted by Beanworks, unless the parties agree otherwise in writing. The foregoing does not apply to goods which may be delivered on the basis of consignments sent on approval and trial shipments and consignment whose ownership passes at the time of use or purchase. The supplier bears the risk of loss, damage or destruction of the goods until the ownership of the goods passes to Beanworks. If the delivery and the final acceptance do not coincide, the risk for the goods lies with the Supplier.

5. Insurance

The Supplier shall at its own expense, secure and maintain any insurance necessary to duly guarantee the performance of its obligations, including civil liability insurance for personal, material and immaterial damage, whether or not consecutive.

6. Cancellation and termination

- 6.1. If the Supplier fails to fulfil (one of) his (key) obligations, such as timely and compliant delivery, cancellation of the order after confirmation or delivery, the Supplier is automatically in default and Beanworks has the right to terminate the agreement unilaterally, in whole or in part, without notice of default and without judicial intervention by means of a written notification to the Supplier and/or to suspend the payment obligations and/or to instruct third parties to perform the agreement, in whole or in part, without Beanworks being required to pay compensation, without prejudice to Beanworks' right to full compensation and to reimbursement of the costs incurred. The same shall apply in the event of bankruptcy of the Supplier, acquisition or any similar situation on the part of the Supplier, seizure of (part of) the goods of the Supplier and loss of relevant permits on the part of the Supplier. In this case, all the claims that Beanworks holds against the Supplier, on whatever basis, shall become immediately due and payable.
- 6.2. Without prejudice to the foregoing, Beanworks is entitled to cancel at any time any agreement with the Supplier, in whole or in part, subject to a maximum of one months' notice.

7. Warranty

Without prejudice to any stricter legal or other obligation, the Supplier warrants that all the goods to be delivered are (i) in compliance with the agreed specifications, characteristics and requirements, or in the absence thereof, with the usual specifications, characteristics and requirements that are made of such products in the normal course of business (ii) in compliance with all the national and international standards and regulations applicable at the time of delivery (iii) free from all defects in design, workmanship, materials and method of assembly and (iii) in compliance with safety and environmental laws, rules and/or regulations. The goods must be of good and consistent quality. The Supplier also guarantees that the goods are free of liens, encumbrances and third parties rights.

8. Liability – Indemnity

- 8.1. The Supplier may only claim damages and reimbursement of expenses from Beanworks in case of wilful intent or gross negligence.
- 8.2. The Supplier shall perform its obligations in accordance with the agreed terms and, in doing so, shall act with due diligence strictly in accordance with all applicable laws and recognised professional standards and practises, using adequate methods and qualified personnel. The Supplier shall hold Beanworks harmless against all direct and indirect damage suffered by Beanworks or third parties as a consequence of a defect in the product or the service supplied

by the Supplier or, generally, as a consequence of an error on the part of the Supplier. The Supplier is solely responsible for third parties the Supplier uses to fulfil his obligations.

- 8.3. The Supplier shall defend, indemnify, save and hold Beanworks harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Beanworks, that may arise or result from any service provided or performed or agreed to be performed for the Supplier. The Supplier shall also defend, indemnify and hold harmless Beanworks against all liabilities including those that arise out of any material supplied by the Supplier infringing or allegedly infringing the property rights of any third party or any material that contravenes the policies outlined in this document.

9. Force Majeure

Parties shall be released and not be obliged to meet any obligation/not be liable for compensation only in case of force majeure. The term force majeure shall mean nothing more than what is intended by the law, jurisprudence and legal doctrine. In any case, this term shall not mean the non-fulfilment or the delayed fulfilment by a third party if its obligations vis-à-vis the Supplier; illness, unsuitability or lack of staff or of third parties engaged by the Supplier; strikes; transport problems etc. Parties undertake, in the event of force majeure, to make all reasonable efforts to limit the effects of the situation of force majeure. If the Supplier, when the force majeure event occurs, has already partially complied with its obligations, the Supplier may invoice Beanworks for the goods and/or services that have been delivered at such time. If the condition of force majeure lasts longer than one week, Beanworks has the right to terminate the agreement by means of a written notification with immediate effect and without judicial intervention, without this giving rise to any right to compensation for the benefit of the Supplier.

10. Intellectual property rights, infringement of proprietary rights, product liability

- 10.1. The goods and services supplied by Beanworks as well as the content and all components of the website of Beanworks (including brands, logos, designs, drawings, data, product and company names, texts, images, software etc.) are protected by intellectual property rights (including copyright and trademark law) which belong to Beanworks or third parties who have authorized Beanworks to use them. The Supplier is not entitled, for any reason whatsoever, to alter, copy, distribute, transmit, disseminate, recirculate, reproduce, publish, license, transfer or sell any information or content obtained, nor to create derivative works based on the aforementioned elements. The supply of goods or services by Beanworks does not constitute any transfer or availability of its intellectual property rights. Any infringement of the intellectual property rights is punishable under civil and criminal law and may be prosecuted in accordance with the applicable legislation.
- 10.2. The Supplier shall not infringe any proprietary rights of third parties. The Supplier shall hold Beanworks harmless from any claims raised by the holder of rights if the delivery/performance provided by the Supplier infringes any third party's proprietary rights and if the Supplier is responsible for such infringement. The Supplier shall also be liable for damages caused to Beanworks by claims raised on the basis of product liability.

11. Personal data

When the Supplier processes personal data in the performance of the agreement with Beanworks, the Supplier guarantees that the Supplier (i) complies with all privacy and data protection law and regulations applicable, (ii) processes personal data on behalf of and for the benefit of Beanworks only in accordance with Beanworks' instructions and insofar necessary for the performance of the agreement and only as permitted or required by law, (iii) maintains the security, confidentiality, integrity

and availability of the personal data, (iv) implements and maintains appropriate measures to protect the personal data against loss or unauthorized access and (v) promptly informs Beanworks of any actual or suspected security incident involving the personal data.

12. Disputes

In case of any dispute between Beanworks and the Supplier regarding the use of services of Beanworks, the purchase and sale of products of Beanworks and/or the application or the interpretation of the present terms and conditions, or the agreement between Beanworks and the Supplier, only the courts of the judicial district of East-Flanders, department of Dendermonde, shall have jurisdiction. The agreement is governed exclusively by Belgian law. Failure on the part of Beanworks to assert a right or to apply a sanction shall never constitute a waiver of rights. The possible nullity of one of the provisions of the present terms and conditions shall not lead to the nullity of all the provisions thereof.

