

BEANWORKS SEEDS & GRAINS GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability and Legal Effect

- 1.1. The present terms and conditions apply to all quotations, agreements, orders and supplies of goods and services between BVBA Beanworks Seeds & Grains (hereinafter referred to as “**Beanworks**”), with enterprise number 0548.852.031, with registered office at 42 Schaarbeekstraat, 9120 MELSELE, and any Customer (hereinafter referred to as the “**Customer**”).
- 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 free of charge upon simple request by the Customer. By using the services of Beanworks, or by placing an order, the Customer confirms that he or she has read and accepted these 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.
- 1.4. Failure to assert a right or to apply a sanction on the part of Beanworks shall never imply a waiver of rights. The possible nullity of one of the provisions of these terms and conditions shall not result in the nullity of all the provisions, nor of the portion of the provision which is enforceable and not contrary to compulsory law.

2. Offer, Order and Prices

- 2.1. Unless specified otherwise, every offer is made by Beanworks free of engagement. An agreement is not concluded until the Customer has accepted Beanworks' offer, including these terms and conditions.
- 2.2. Anyone who, in their own name or in the capacity of mandatary of the Customer, places an order, or anyone who pays for the order, in whole or in part, even on behalf of a third party, vouches for such third party, and commits himself or herself jointly and severally with them, pursuant to articles 1200 and following of the Belgian Civil Code. In any case, the billing details of a third party communicated by the purchaser later on shall be without prejudice to the obligation to pay the original purchaser.
- 2.3. Any cancellation of the order must be done in writing within 24 hours of receipt of an order confirmation from Beanworks and must be accepted in writing by Beanworks.
- 2.4. The prices stated in the quotation are, in principle, exclusive of VAT and excluding additional taxes and additional facilities.
- 2.5. The price stated in the quotation is the total price to be paid by the Customer or the total rate, yet excluding any delivery, shipping or handling charges. The total price is merely based on the order and the details provided by the Customer.

- 2.6. All taxes, duties and/or levies of any kind relating to the goods delivered, including new taxes, duties or levies which might be introduced after the conclusion of the agreement, shall be borne in full by the Customer. Under no circumstances must the Customer cancel the agreement on account of the application of new taxes, duties or levies.

3. Payment

- 3.1. In the event of non-payment of an invoice on the due date, default interest at 12% per year on the unpaid invoice amount shall be owed, automatically and without prior notice of default, from the due date. Additionally, lump-sum compensation in the amount of 10% of the invoice amount still due shall be owed, automatically and without prior notice of default, without prejudice to Beanworks' right to claim higher compensation.
- 3.2. In the event of non-payment of an invoice on the due date, all other claims against the Customer which are not yet past due date shall become due and payable, automatically and without any prior notice of default. In that case, Beanworks, in addition, reserves the right to suspend the execution of all current orders, without any prior notice of default and without compensation for the Customer.
- 3.3. Payments made by the Customer to Beanworks will be allocated, in the first place, to the oldest outstanding and payable invoices. The allocation will first be made to the costs owed, then to the interest owed and ultimately to the principal sum owed.
- 3.4. If Beanworks at any time has doubts about the creditworthiness of the Customer on account of measures of judicial execution against the Customer, in the event of non or late payment of an invoice and/or any other demonstrable event, Beanworks expressly reserves the right to demand full payment in advance for the deliveries yet to be made, or to demand (other) guarantees, even if the goods have already been shipped in whole or in part. If the Customer refuses to comply with Beanworks' request, Beanworks reserves the right to terminate the agreement immediately, unilaterally and without owing any compensation whatsoever. In such a case, the Customer shall owe the Customer lump-sum compensation equal to 25% of the total value of the order.
- 3.5. All actual legal costs and other costs (of proceedings) incurred by Beanworks arising from or relating to incorrect or untimely fulfilment of obligations by the Customer, shall be entirely at the expense of the Customer. Legal costs are explicitly not limited to the assessed court costs but shall be entirely at the expense of the Customer if the ruling is (largely) against the Customer.

4. Delivery, Inspection and Acceptance

- 4.1. Beanworks shall deliver the goods ordered at the time, at the place and under the circumstances and applicable 2010 Incoterm (in accordance to the ICC Incoterms being in effect at the time) stated in the order confirmation and, unless expressly agreed otherwise, only after full payment of the price. Delivery times are approximate and stated for indicative purposes only. Any delay cannot give rise to compensation or termination of the agreement by the Customer. Deliveries are shipped at the Customer's expense and risk (associated with storage, loading, transport and unloading, among other things).
- 4.2. If Beanworks itself has to deliver the goods to the Customer or if Beanworks has to deliver the goods through the agency of an external carrier, the associated costs shall always be borne

exclusively by the Customer. The risk of transport, if the goods get damaged or have perished during the transport or if they get damaged and have perished during the loading and unloading operations carried out by the Customer or his employees, and all resulting claims, costs or losses shall be borne solely by the Customer insofar as such claims, costs or losses are not refunded under any insurance policy.

- 4.3. Pallets, containers and other aids provided for transport which are not intended for one-off use shall in any case remain the property of Beanworks. The Customer must return them at his own expense upon first request by Beanworks. The Customer must not make these pallets, containers and other aids available to third parties or use them for purposes other than what they are intended for. If the pallets, containers and other aids are returned to Beanworks in a damaged state, the Customer shall be liable for this and must compensate Beanworks in full.
- 4.4. The Customer is required to inspect the quality and quantity of the goods immediately after delivery. Any defect relating to the quality or quantity of the goods are to be reported in writing within 48 hours of delivery, listing the nature and scope of the supposed defects. Other complaints must reach Beanworks within 5 business days after delivery. Deliveries are deemed to have been accepted by the Customer, except in the event of express disagreement notified by registered letter to Beanworks and sent within 5 business days of delivery. The Customer is required to return the allegedly defective items upon request from Beanworks at the expense and the risk of the Customer. Submitting a complaint about the conditions of the goods shall never be a reason for suspending or settling the payment obligations of the Customer.
- 4.5. If a complaint from the Customer is deemed justified by Beanworks, Beanworks shall at its own discretion (i) supply substitute goods of equal or similar quality and quantity if such goods are still available for purchase by Beanworks at the same or a lower purchase price or (ii) shall credit the Customer the amounts invoiced to the Customer (or part thereof), subject to timely and correct return of the affected goods to Beanworks and observation of Beanworks' instructions for storage and handling of the goods. Beanworks shall not be required to perform other services or to pay compensation for damages.
- 4.6. In case of complaints regarding damage to the goods from insects, Beanworks shall not be liable for damages arising and/or notified later than 48 hours after delivery.

5. Non-Compliance – Termination

- 5.1. If the Customer or Beanworks fails to fulfil one of their key obligations, such as timely and full payment by the Customer, cancellation of the order after confirmation or delivery by Beanworks, the other party who is not in default has the right to terminate the agreement without judicial authorisation and without prior notice of default.
- 5.2. In that case, the defaulting party shall owe the other party lump-sum compensation amounting to 15% of the price to be invoiced, without prejudice to the creditor's right to claim higher compensation if he or she is able to prove that the actual amount of damage suffered is higher.
- 5.3. Beanworks has the right to terminate the agreement at any time, with immediate effect and without prior notice of default:
 - in the event of suspension of payment or (petition in) bankruptcy;
 - in the event of liquidation or cessation of activities of the Customer;

- if there has been a change in the control over the Customer;
- if (part of) the Customer's assets has/have been seized;

5.4. Termination also causes all of Beanworks' claims against the Customer, regardless of their basis, to become immediately due and payable.

6. Property and Risk

6.1. All products delivered by Beanworks, even if they have been incorporated, shall remain the property of Beanworks until full payment of the price, i.e. the principal sum plus any interest, costs and taxes. As long as full payment has not been made, the Customer is not entitled to use, sell, pledge them, or use them as security for the benefit of third parties.

6.2. Nevertheless, the risks of the loss or destruction of the products sold shall be borne entirely by the Customer from the moment the product sold has left Beanworks' premises. The Customer shall at all times handle the products sold with due diligence.

7. Liability – Indemnity

7.1. Beanworks shall not be liable to pay compensation for any damage resulting, directly or indirectly, from the services or products supplied or sold by Beanworks. Beanworks cannot be held responsible for errors committed by subcontractors. If the liability of Beanworks were to be established, Beanworks' liability shall be limited to direct and material damage, to the exclusion of loss of profit, loss of turnover, output restrictions, administrative and personnel costs and/or third-party claims. In any case, Beanworks' liability shall be limited to replacing the supplied good/service, refunding the invoiced amount per delivery or up to the limit of cover of the liability insurance, after deduction of the expenses, incurred. Beanworks is not liable for events of force majeure, accidents and failures on the part of the Customer, such as improper use or incorrect handling or any actions of the Customer or a third party. The customer has sole liability for the specific use he or she makes of the products sold and/or the purpose he or she uses them for. A product sold by Beanworks that has a defect accepted by it shall be replaced or repaired, if necessary. If the costs of repair are disproportionate, Beanworks reserves the right to replace the product with a similar product or to refund the Customer, after deduction of the costs incurred.

7.2. The Customer 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 Customer. The Customer shall also defend, indemnify and hold harmless Beanworks against all liabilities including those that arise out of any material supplied by the Customer infringing or allegedly infringing the property rights of any third party or any material that contravenes the policies outlined in this document.

8. Intellectual Property Rights

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 Customer 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.

9. Force majeure

Beanworks shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations due to causes beyond control of either Beanworks or its suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, acts of the customer or a third party, failure or delay in transportation, acts of any government or any agency, or subdivision thereof, government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of god, delay in delivery to Beanworks or its suppliers or shortage of labour, fuel raw materials, or machinery or technical failure. In any such event Beanworks may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time for performing the contract for a period of at least equal to the time lost by reason of such event.

10. Applicable Law & Jurisdiction

This agreement, as well as all other agreements between Beanworks and the Customer, are governed exclusively by Belgian law, to the exclusion of the application of the Vienna Sales Convention. Any disputes relating to the present agreement, as well as all other agreements arising from this, are the exclusive jurisdiction of the Belgian courts, and more specifically that of the courts of the judicial district of East-Flanders, department of Dendermonde.

