



General Sales terms of Dalsem Mushroom Projects BV

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Article 1 Definitions

- 1.1 In these general conditions, the following terms will be understood to have the meanings assigned to them below:
- a. "**Dalsem**": Dalsem Mushroom Projects BV, having its registered office at St. Josephstraat 11, 5961 GL Horst, the Netherlands;
 - b. "**Agreement**": these General Sales terms, together with the relevant order confirmation(s) issued by Dalsem and/or the relevant agreement between Dalsem and the Customer, which set forth the terms and conditions for the delivery of Products and/or the supply of Services by Dalsem to the Customer;
 - c. "**Customer**": means each person or entity that enters into an Agreement with Dalsem
 - d. "**Product**" or "**Products**": products and installations for the cultivation of mushrooms and other foods offered or supplied by Dalsem and all related products in the broadest sense;
 - e. "**Service**" or "**Services**": the services and work, connected to the Products or otherwise offered or supplied by Dalsem.

Article 2 Applicability

- 2.1 These terms apply to all quotations and offers of Dalsem and/or to all Agreements concluded with Dalsem, as well as the performance of such.
- 2.2 These terms are applicable to the exclusion of any (purchase) terms used by the current or potential Customer.
- 2.3 The Customer may only rely on conditions which differ from these terms if and in so far as these have been accepted in writing by Dalsem.

Article 3 Quotations, orders and Agreements

- 3.1 All quotations by Dalsem are free of engagement. Orders and acceptances of quotations by the Customer are irrevocable.
- 3.2 Dalsem is only bound if it has confirmed acceptance of the order in writing or has commenced execution.
- 3.3 Verbal undertakings or agreements by or with its staff bind Dalsem only after and in so far as Dalsem has confirmed this in writing.
- 3.4 Any inaccuracies or alleged inaccuracies in Dalsem's order confirmation should be communicated to Dalsem in writing within 2 business days of the date of the confirmation, failing which the order confirmation will be considered to be an accurate and complete representation of the agreement and the Customer will be bound to it.
- 3.5 These general terms are applicable in full to any changes in the Agreement.
- 3.6 If an order or assignment is not granted to Dalsem, the quotation or offer, complete with designs, sketches, drawings, illustrations, models, programs, etc. will be returned by the Customer to Dalsem free of charge within 14



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days after the date when the decision was made not to grant the order or assignment to Dalsem. Failure to return the quotation or offer and all related documents and information is subject to a penalty of EUR 450 per day to be incurred by the Customer and payable to Dalsem until the quotation or offer and all related documents and information are returned to Dalsem.

Article 4 Conformity

- 4.1 Indications of quantities, quality, performances and/or other characteristics relating to Dalsem's Products and Services are prepared with as much care as possible, but Dalsem cannot guarantee that deviations will not occur. These indications must therefore be considered approximations and are not binding. The Customer should check conformity with quantities, quality, performances and/or other characteristics stated by or agreed with Dalsem when the Products and/or Services are delivered.
- 4.2 Illustrations, descriptions, catalogues, information provided on the website, advertising material and quotations do not bind Dalsem.
- 4.3 The Customer must make certain that the Products to be ordered and/or ordered by him and the associated packaging, labelling and other information comply with all the regulations laid down in this respect by the authorities in the country of destination. The use of the Products and their conformity with the government regulations is at the risk of the Customer.

Article 5 Data and indemnity

- 5.1 The Customer guarantees the correctness, completeness and reliability of the data, drawings, instructions and information supplied to Dalsem by him or on his behalf. Dalsem is not obliged to check this. Dalsem is only obliged to (continue) to execute the order if the Customer has provided all the data and information reasonably required by Dalsem. Furthermore, if data necessary for performance of the Agreement is not available to Dalsem, or is not available on time or in accordance with the agreements, or if the Customer fails to fulfil his obligations in some other way, this can have serious consequences for the delivery time and Dalsem has the right to charge for the costs incurred as a result in accordance with its usual rates.
- 5.2 If an order has to be executed according to designs, drawings or other instructions from the Customer, Dalsem will charge the Customer a separate price for this, unless otherwise agreed in writing.
- 5.3 The Customer will indemnify Dalsem as well as Dalsem employees for claims by third parties, including Dalsem employees, who suffer loss or harm in connection with performance of the Agreement as a result of the actions of the Customer or his failure to act, the incorrectness or incompleteness of data, drawings, instructions and/or information supplied by or on behalf of the Customer and/or unsafe situations in his firm or organisation.



Article 6 Descriptions, models and resources

- 6.1 Quotations issued by Dalsem, as well as drawings, calculations, descriptions, models, recommendations, specifications and other information produced or supplied by Dalsem, tools, designs, lists of materials, (test) Products, (test) equipment or (test) software made available by Dalsem remain the property of Dalsem, irrespective of whether the cost of them is charged to the Customer.
- 6.2 The copyright and/or other intellectual property rights in all items, recommendations etc., as referred to in clause 6.1, which are produced by Dalsem, whether or not on behalf of the Customer, or which are supplied to the Customer, belong to Dalsem.
- 6.3 The items, recommendations etc. referred to in clauses 6.1 and 6.2 may not be copied or made public in full or in part without the prior written approval of Dalsem and may not be shown to third parties, made available, disposed of or mortgaged, except with the prior written approval of Dalsem.
- 6.4 Dalsem retains the exclusive right in the information which is contained in the items, recommendations etc. referred to in clauses 6.1 and 6.2, even if the cost of them has been charged to the Customer.
- 6.5 If Dalsem shows or provides a model, sample or specimen, such will only have been shown or provided as an indication. The features of the Products to be delivered may deviate from the model, sample or specimen, unless the contrary is expressly agreed.

Article 7 Consultancy

- 7.1 Dalsem shall try to the best of its ability to achieve the results intended with its recommendations, calculations, drawings and other information supplied, but it does not give any guarantee of this. All recommendations made by Dalsem and also all calculations, drawings and other specifications or information supplied by Dalsem (for example, concerning qualities, capacities and/or results) are therefore completely free of engagement and are supplied by Dalsem by way of non-binding information.
- 7.2 Dalsem is not liable for any direct or indirect loss or damage, in any form and for any reason whatsoever, arising out of the advice and/or information referred to in clause 7.1, except in the case of intent or gross fault by Dalsem. The Customer indemnifies Dalsem for all claims by third parties in this respect.
- 7.3 The Customer will treat all recommendations, calculations, drawings, quotations and other information supplied by Dalsem as strictly confidential and will only use them for the purpose for which the recommendations, calculations, drawings, quotations and/or other information is intended.
- 7.4 The Customer is not permitted to copy, record or make public the content of recommendations, calculations, drawings, quotations and/or other information supplied by Dalsem without the prior written permission of Dalsem, or in any other way to make them available to third parties, inform third parties of them or to offer them any such opportunity.

Article 8 Intellectual property



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- 8.1 All intellectual and industrial property rights relating to the Products and the design thereof, software of Dalsem, items developed, manufactured or issued and/or used by Dalsem during the performance of the Agreement, including quotations, drawings, packagings, manuals, advertising material and images, as well as all results, including goods, resulting from the Services are vested in Dalsem, unless otherwise agreed in writing.
- 8.2 The Customer is prohibited from removing or changing any indication relating to copyright, trademarks, trade names or other rights of intellectual or industrial property relating to the Products, software and/or other items of Dalsem, unless otherwise agreed in writing.
- 8.3 Dalsem warrants that the Products supplied by it do not as such infringe intellectual property rights of third parties. If Dalsem nevertheless has to acknowledge that or if a court finds in a final and conclusive judgment in a legal action against Dalsem that Products supplied by Dalsem do in fact infringe intellectual property rights of third parties, then Dalsem will replace the Products or items concerned with Products which do not constitute an infringement, or acquire a licence right under the intellectual property right concerned, or take back the Products concerned subject to repayment of the price paid for them, less the depreciation regarded as usual, at the option of and solely at the discretion of Dalsem. In that case, Dalsem does not owe the Customer any further compensation and is not obliged to indemnify the Customer in this respect in legal or other proceedings.
- 8.4 If an order has to be executed in accordance with designs, drawings or other instructions from the Customer, the Customer guarantees that this does not result in an infringement of the intellectual or industrial property rights or other rights of third parties. The Customer indemnifies Dalsem for all claims of third parties resulting from an infringement of their intellectual or industrial property rights, whether or not these relate to compensation.

Article 9 Facilities

- 9.1 The Customer shall ensure the timely acquisition of all permits, exemptions and other permissions necessary for the performance of the order placed by the Customer, as well as the suitability of the location for the installation of the Product and the performance of the Services and the timely acquisition of financing, if required. If the Customer cannot acquire the permits, exemptions and other permissions, a suitable location and/or financing on time, Dalsem is entitled to terminate the Agreement immediately without any prior notification being necessary. If, however, the Customer gives the assignment or order or a similar assignment or order to a third party within 12 months after the termination of the Agreement by Dalsem on the above grounds, the Customer is liable for any damages suffered by Dalsem due to the non-performance of the Customer and subsequent termination of the Agreement. The damages suffered by Dalsem will be set at 15% of the purchase/contract price, without prejudice to the right of Dalsem to prove and claim greater damage.
- 9.2 The following work is not included in the price stated by or agreed with Dalsem for the Services:
- a. the costs of ground, pile-driving, demolition, foundation, bricklaying, carpentry, plastering, painting, wallpapering, repair or other structural work;
 - b. the costs of connecting gas, water, electricity, sewerage or other amenities;



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- c. the costs for preventing or restricting damage to items;
 - d. the costs for additional help for moving those components which are not to be dealt with by Dalsem itself as well as all hoisting machines, tackle and other machines to be used for this work;
 - e. the costs for removal correlating with the nature of the material to be removed, such as dangerous goods and/or chemical waste; and
 - f. travelling and accommodation expenses.
- 9.3 The Customer shall ensure that Dalsem staff can perform the Services unhindered and at the agreed time and that any reasonable facilities desired by Dalsem staff are made available free of charge. In any event, the Customer shall ensure the free provision of energy and water, heating, materials, disposal facilities for residues, a lockable dry storage space and the prescribed on-site facilities on the basis of applicable regulations.
- 9.4 The Customer shall be obliged with respect to Dalsem staff to adopt the same safety measures it adopts with respect to its own staff.
- 9.5 The Customer is liable for all damage resulting from loss, theft, fire or damage to tools, materials and other items of Dalsem and/or Dalsem staff at the place where the Services are being carried out.
- 9.6 If a delay occurs in the performance of the Agreement as a result of the fact that the Customer has failed to meet its obligations ensuing from this Article, the performance will take place as soon as Dalsem's schedule permits such. The Customer will be liable for all resulting damage and costs for Dalsem.
- 9.7 The Customer is obliged to take out adequate insurance that provides coverage against damage caused by or relating to the deliveries of Products and Services provided, damage to the work and the property of the Customer and/or third parties and other damage.

Article 10 Prices

- 10.1 Prices quoted by Dalsem or agreed with Dalsem exclude VAT, import and export duties, excise duties and other taxes or levies imposed or charged in relation to the Products and Services and their transport as well as the transport itself and the packaging, unless explicitly stated otherwise.
- 10.2 Unless otherwise agreed in writing prices quoted by Dalsem are in euros and calculated for delivery ex works (Incoterms 2010).
- 10.3 Necessary packaging will be charged to Customer at cost price. Whether packaging is necessary is at Dalsem's discretion.
- 10.4 Dalsem is entitled to charge a supplement to cover order and administration costs for orders below a size fixed by Dalsem, in accordance with the rules applicable at Dalsem at the time the contract is concluded.
- 10.5 With regard to Products and Services which have not yet been delivered, Dalsem reserves the right to alter selling prices, discounts and/or terms of sale in respect of the prices, discounts and/or terms of sale applicable on the day of the delivery. In that case, the Customer has the right to cancel the Agreement, in so far as it has not already been



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executed, by means of a registered letter sent to Dalsem within 8 days of notification of the change, unless the change is to his advantage.

- 10.6 If cost-determining factors, including taxes, excise duties, import duties, exchange rates, wages, the prices of goods and/or services (whether or not obtained from third parties by Dalsem), change after the offer and/or the conclusion of an Agreement, Dalsem is entitled to adjust the prices accordingly.
- 10.7 If Dalsem undertakes to perform additional Services without a price expressly being laid down in the Agreement for that purpose, it will be entitled to charge a reasonable fee for those additional Services.
- 10.8 Changes to the order will, in any event, result in additional work if a change to the design is involved, if the information provided by the Customer is not in line with the actual situation and/or if estimated data are deviated from. Additional work will be calculated on the basis of the value of the price-determining factors that apply at the time that the additional work is carried out.
- 10.9 If the Customer makes materials, raw materials or other articles available for the performance of the Agreement, Dalsem has the right to include an amount in the price which is equal to 10% of the cost price of these materials.

Article 11 Payment

- 11.1 Unless otherwise agreed in writing, payment of Dalsem invoices must be made within 30 days of the invoice date, without any discount or set off, in the currency stated on the invoice and solely in the way indicated on the invoice.
- 11.2 If the Agreement entails Services payment will take place in the following instalments:
- a. 30% at order;
 - b. 65% before shipment of the Products, materials etc., pro rata the value of each shipment;
 - c. 5% within 60 days of shipment of the last Products, materials etc.
- 11.3 At all times Dalsem has the right to request full or partial payment in advance and/or otherwise to obtain security for payment.
- 11.4 Dalsem is entitled to invoice separately for partial deliveries.
- 11.5 If a payment is not received on time, an interest payment of 2% above the statutory commercial interest with a minimum of 12% per year on the outstanding amount, calculated from the due date up to and including the day of payment, where part of a month is regarded as a full month, is payable on the invoice amount by the Customer without further notice of default.
- 11.6 All costs related to collection will be charged to the Customer. The extrajudicial collection costs will amount to at least 15% of the amount to be collected, with a minimum of EUR 200.
- 11.7 The Customer renounces any right to offset amounts owed by both sides. Dalsem is always entitled to deduct what it owes the Customer from what the Customer and/or companies affiliated to the Customer owes/owe Dalsem, whether or not payable.
- 11.8 The entire invoice amount is payable immediately and in full if an agreed instalment is not paid promptly on the due date, and also if the Customer is declared bankrupt, requests (temporary) suspension of payment, the



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statutory debt-rescheduling rules (WSNP) are declared applicable to him or an application is made for the appointment of a receiver for him, if the items and/or claims of the Customer are attached, if the Customer dies, goes into liquidation or is wound up. If any of the aforementioned situations arises, the Customer is obliged to inform Dalsem of this immediately.

- 11.9 Payments made by the Customer always go first of all to settle the costs owed, and then to pay the interest due and finally to pay the payable invoices which have been outstanding for the longest, even if the Customer states that the payment relates to a later invoice.

Article 12 Delivery time and delivery

- 12.1 Delivery of the Products will be ex works (Incoterms 2010), unless otherwise agreed.
- 12.2 If the Agreement includes Services the Services will be considered performed/complete if:
- a. the Customer approves the Services;
 - b. the Customer starts using the Product and/or Services, in which context the use of part of the Product and/or work by the Customer will mean that this part will be considered as performed/complete;
 - c. Dalsem has informed the Customer in writing that the Services have been completed and the Customer has not protested in writing within 5 working days of this notification; or
 - d. Dalsem considers the Services as completed, even if the Customer does not approve the Product or Services because of minor defects or missing parts, provided these minor defects or missing parts can be repaired or supplied within 30 days and which do not prevent commissioning.
- 12.3 Quoted and agreed delivery times are approximate and should never be regarded as a deadline. Exceeding a delivery time does not oblige Dalsem to pay compensation, nor does it give the Customer the right not to comply with or to suspend its obligations arising out of the Agreement. However, the Customer is entitled to cancel the Agreement if and in so far as Dalsem does not execute the order within a reasonable period set by the Customer, which is at least equal to the delivery time initially quoted or agreed. In that case, Dalsem will not owe any compensation.
- 12.4 The delivery time is based on the work conditions applicable at the time the Agreement is concluded and on prompt delivery of the items required by Dalsem in order to comply with the Agreement. If a delay occurs as a result of a change in work conditions and/or the late delivery of items required by Dalsem, the delivery time will be extended in so far as this is necessary.
- 12.5 The delivery time will be extended by the length of the delay which occurs on the part of Dalsem as a result of non-compliance by the Customer with any obligation arising out of the Agreement or cooperation requested from him with regard to performance of the Agreement.
- 12.6 The Products will be at the Customer's risk from the time of delivery. Ownership of the Products will pass to the Customer on delivery, subject to Article 15.



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- 12.7 The Customer is obliged to accept the Products immediately at delivery and if Dalsem arranges transport after arrival at the place of destination. The Customer shall make provision for adequate loading and unloading facilities and for rapid unloading.
- 12.8 Loading and unloading as well as wrapping up are for the account of and at the risk of the Customer, even if Dalsem provides assistance in this.
- 12.9 If the Customer does not accept the Products or does not come to collect them or have them collected, they will be stored for the account of and at the risk of the Customer for as long as Dalsem deems desirable and/or necessary. In this case, and also in the case of any other (attributable) fault on the part of the Customer, Dalsem at all times has the authority to require compliance with the Agreement, or to cancel the Agreement, at the option of Dalsem and without prejudice to its rights to compensation for the loss suffered and the profit lost, including the costs of the storage.
- 12.10 Dalsem is not obliged to meet a request by the Customer to deliver again or later. If, however, Dalsem proceeds to do so, the costs involved with this shall be paid by the Customer.
- 12.11 Dalsem is entitled to perform an Agreement in parts and to require payment of the part of the Agreement that is performed.
- 12.12 Without prejudice to the provisions of Article 10, Dalsem determines the way in which the Products are packed.

Article 13 Force majeure

- 13.1 If Dalsem is prevented from complying with the Agreement by reason of force majeure, Dalsem is entitled to suspend execution of the Agreement, and accordingly it may no longer be bound to any delivery time. In that case, the Customer does not have a right to compensation for loss, costs or interest.
- 13.2 A force majeure event includes any act, event, non-happening, omission or accident beyond Dalsem's reasonable control and includes in particular (without limitation): (i) strikes, lock-outs or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (v) impossibility of the use of public or private telecommunications networks; (vi) cyberterrorism or any other kind of cyberattack, security incident, data corruption and/or loss (vii) the acts, decrees, legislation, regulations or restrictions of any government; (viii) defects in machinery; and (viii) the non-delivery or late delivery of products or services to Dalsem by third parties engaged by Dalsem.
- 13.3 If there is a situation of force majeure, Dalsem is entitled to cancel the Agreement in respect of the part which is not feasible, by means of a written declaration. If the situation of force majeure lasts longer than 90 days, the Customer is entitled to cancel the Agreement in respect of the part which is not feasible by means of a written declaration.



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- 13.4 If Dalsem has already partially fulfilled its obligations when the force majeure situation occurs or if it can fulfil its obligations only in part, it is entitled to invoice separately for the part which has already been delivered or, as the case may be, is available for delivery, and the Customer is obliged to pay this invoice as if it is related to a separate Agreement.

Article 14 Warranty and complaints

- 14.1 Dalsem warrants the soundness of the Products and Services supplied by it in accordance with what the Customer may reasonably expect under the Agreement. Should defects nevertheless occur in the Products and/or Services supplied by Dalsem, then Dalsem will improve its Services, repair these defects (or have them repaired) or will supply the components necessary for repair (or have them supplied), replace all or some of the Products in question or make a reasonable price reduction, at the option and solely at the discretion of Dalsem. This warranty applies for a period of one (1) year after delivery, unless otherwise expressly agreed in writing.
- 14.2 In any case, the warranty does not cover defects which occur in or (partly) as a result of:
- a. normal wear and tear;
 - b. the failure of (the staff of) the Customer to comply with instructions or regulations, or as a result of other than the normal use provided for;
 - c. improper storage, maintenance or use by the Customer or end-user;
 - d. work by third parties, erection/installation or repair by third parties or by the Customer, without prior written approval from Dalsem;
 - e. the application of any government regulation concerning the nature or quality of materials used;
 - f. Products or items produced and supplied according to designs, drawings or other instructions from the Customer;
 - g. items which have been supplied to Dalsem by the Customer for processing or performance of an Agreement or which have been employed in consultation with the Customer;
 - h. components obtained by Dalsem from third parties, in so far as these third parties have not provided Dalsem with a warranty;
 - i. the processing of the Products by the Customer, unless Dalsem has expressly given written permission for this without any reservation;
 - j. vandalism, weather conditions or other external causes.
- 14.3 The Customer should inspect or have others inspect the Products and Services supplied immediately upon delivery, failing which every right to complain and/or a warranty will lapse. Any complaints relating to the quantity of the Products supplied and transport damage should be noted immediately on the consignment or delivery note, failing which the quantities stated on the consignment or delivery note will constitute conclusive proof with respect to the Customer of the fact that the correct quantities of Products have been received and that these Products have been received without any transport damage.



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- 14.4 The Customer must notify Dalsem by registered letter of any complaints relating to the Products and Services or the performance of the Agreement within 8 days of the Customer having discovered the defect or 8 days after the Customer could have reasonably discovered the defect. If complaints are not submitted on time, every claim with respect to Dalsem will lapse.
- 14.5 If the Customer complains, the Customer will be obliged to offer Dalsem the opportunity to examine the Products and Services in order to determine the defect. The Customer will be obliged to keep the Products and Services about which a complaint has been made available to Dalsem, failing which every right to specific performance, repair, termination and/or compensation will lapse.
- 14.6 Sold Products may only be returned to Dalsem, for any reason whatsoever, following prior written authorisation and dispatch and/or other instructions from Dalsem. The transport and all associated costs are for the account of the Customer. The Products remain for the account of and at the risk of the Customer at all times. Dalsem will reimburse the transport costs if it is established that there is an attributable fault on the part of Dalsem.
- 14.7 Any defects relating to a part of the Products and/or Services delivered do not give the Customer the right to reject or refuse the entire delivery of Products and/or Services.
- 14.8 Any right to warranty or complaint is extinguished if the Products have been transported, handled, used, treated or stored wrongly or contrary to instructions given by or on behalf of Dalsem, or if the usual measures/regulations have not been observed, and also if the Customer has not complied with any obligation to Dalsem arising for him out of the underlying Agreement, or has not complied appropriately or on time.
- 14.9 Complaints do not suspend the Customer's payment obligations.
- 14.10 After a fault has been detected in a Product or Service, the Customer is obliged to do everything to prevent or restrict damage, and this expressly includes possible immediate suspension of use, treatment, processing and/or sale.
- 14.11 The Customer should inform Dalsem in writing of any inaccuracies in invoices within 5 working days of the invoice date, failing which the Customer will be considered to have approved the invoice.
- 14.12 Any repair or replacement under this warranty does not affect the original warranty period and does not result in a renewal of the warranty period.

Article 15 Retention of title

- 15.1 Dalsem retains ownership of the Products delivered or to be delivered, until its claims relating to the Products delivered or to be delivered have been met in full by the Customer, including the claims resulting from failure to comply with one or more Agreements.
- 15.2 If the Customer fails to comply with his obligations, Dalsem has the right to recover the Products belonging to it (or have them recovered) from the place where they are located, at the expense of the Customer.
- 15.3 The Customer does not have the right to pledge Products which have not yet been paid for or to transfer ownership of them, other than in the context of normal business practice.



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- 15.4 The Customer is obliged to exercise due care when keeping the Products supplied under retention of title and to keep them as identifiable property of Dalsem.
- 15.5 The Customer is not entitled to any right of retention vis-à-vis Dalsem in respect of the Products supplied by Dalsem.
- 15.6 If third parties wish to establish or invoke any right on the Products delivered subject to retention of title (including attachment) the Customer is obligated to inform Dalsem immediately. Failure to inform is subject to a penalty of 10% of the unpaid part of the purchase/contracting price to be incurred by the Customer and payable to Dalsem.
- 15.7 The Customer is obliged to insure the Products against fire, explosion, (water) damage, theft and other possible loss for the duration of the retention of title period. At the first request, the Customer will provide Dalsem with a copy of the insurance policy.
- 15.8 For deliveries in Germany, Dalsem and the Customer hereby agree to the exclusive application of German law with regard to (the agreement of) retention of title rights. In such cases, the following shall apply in deviation from Articles 15.1 to 15.3:
- a. Dalsem retains the ownership of the delivered Products as security for all claims to which it is entitled under the present and future business relationship until all claims against the Customer (and its group companies) have been settled;
 - b. Dalsem's ownership shall extend to any new object manufactured by processing the delivered Products. The Customer shall manufacture the new object for Dalsem to the exclusion of its own acquisition of ownership and shall keep it in safe custody for Dalsem. This shall not give rise to any claims against Dalsem;
 - c. If Dalsem's delivered Products are processed with goods of other suppliers whose ownership rights also continue in the new object, Dalsem shall acquire co-ownership in the new object together with these other suppliers - to the exclusion of the Customer's acquisition of co-ownership - whereby Dalsem's co-ownership share corresponds to the ratio of the invoice value of the delivered Products to the total invoice value of all co-processed reserved goods;
 - d. The Customer hereby assigns to Dalsem - as security - his claims from the sale of the delivered and in the future to be delivered Products, together with all ancillary rights, to the extent of Dalsem's share of ownership;
 - e. In the event of processing within the framework of a contract for works and/or services, the claim for payment of these works and services up to the amount of the proportionate amount Dalsem's invoice for the (co-processed) delivered Products shall be assigned to Dalsem here and now;
 - f. As long as the Customer duly fulfils his obligations arising from the business relationship with Dalsem, he may dispose of the Products owned by Dalsem in the ordinary course of his business and collect the claims assigned to Dalsem himself;
 - g. In the event of default in payment or justified doubts as to the solvency or creditworthiness of the Customer, Dalsem shall be entitled to collect the assigned claims and take back the Products subject to retention of title;
 - h. Payments by cheque/bill of exchange shall not be deemed to have been made until the bills have been honoured by the Customer.



Article 16 Liability

- 16.1 Except for the provisions of Article 14, the Customer does not have any claim against Dalsem on grounds of defects in or relating to the Products and/or Services delivered by Dalsem. Therefore, Dalsem is not liable for direct and/or indirect damage or loss, including personal injury and property damage, emotional damage, consequential damage (trading loss and/or loss resulting from standstill) and any other loss or damage, resulting from any cause, except in the case of gross fault or intent on its part.
- 16.2 Likewise, Dalsem is not liable in the aforementioned sense for the actions of its employees or other people who come within its sphere of risk, including (gross) fault or intent on the part of these people.
- 16.3 Dalsem is not liable for infringements of patents, licences and/or other third-party rights resulting from the use of data supplied by or on behalf of the Customer. Nor is Dalsem liable for damage to or loss of raw materials, semi-manufactures, models and/or other items made available by the Customer.
- 16.4 Damage to Products caused by damage to or destruction of packaging is for the account and at the risk of the Customer.
- 16.5 If Dalsem proceeds to exercise a right of suspension or cancellation on the basis of facts and/or circumstances known to it at that time, whereas it is irrevocably established later that such a right has been exercised incorrectly, Dalsem is not liable and not obliged to pay any compensation for loss, except in the case of intent or gross fault on its part.
- 16.6 In all cases in which Dalsem, without prejudice to the provisions of Article 16, is obliged to pay compensation, this compensation will never be higher than the invoice value of the Products and/or Services supplied that have resulted in the damage or in connection with which the damage has been caused with a maximum of EUR 250,000. If the damage is covered by Dalsem's business liability insurance, the compensation will never be higher than the amount actually paid out by the insurer in the case in question.
- 16.7 Any claim against Dalsem, apart from those which are acknowledged by Dalsem, lapses following the simple expiry of a period of 12 months from when the claim arose.
- 16.8 The Customer indemnifies Dalsem, its employees and third parties engaged by it to perform the Agreement against any claim by third parties, including claims based on product liability, in connection with the performance of the Agreement by Dalsem, regardless of the cause, and also against the costs incurred by Dalsem as a result.

Article 17 Cancellation and compensation

- 17.1 The Customer may not cancel a given order and/or Agreement. If the Customer nevertheless cancels all or part of an order and/or Agreement, he is obliged to compensate Dalsem for all reasonable costs incurred for the purpose of executing that order, the work by Dalsem and the loss of profit by Dalsem, plus VAT.



Article 18 Confidentiality

- 18.1 The Customer undertakes to observe strict confidentiality about the know-how, designs, drawings, prototypes, marketing plans, prices, information and other confidential business information of Dalsem of which it takes cognizance ("Confidential Information"). The Customer shall undertake all necessary precautions in order to observe the confidentiality of the Confidential Information. The Customer shall not in any way bring Confidential Information to the knowledge of third parties.
- 18.2 Confidential Information does not include information of which the Customer can show that (a) it was in its possession before it was disclosed by Dalsem (b) it is public knowledge (c) it has been obtained lawfully from a third party, without infringing any confidentiality obligation towards Dalsem (d) it has been developed independently by it without direct or indirect use of Confidential Information.

Article 19 Non solicitation

- 19.1 Unless the Customer has obtained Dalsem's prior written permission to do so, the Customer will refrain from directly or indirectly concluding an employment contract with any person who is employed by Dalsem, or who has been employed by Dalsem in the previous 12 months, or from engaging such person to otherwise perform work for the Customer if that work is not to be performed pursuant to a contract concluded with Dalsem.
- 19.2 The prohibition set out in Article 19.1 enters into effect on the date that Dalsem and Customer enter into their first Agreement and ends after a period of 12 months has elapsed since Dalsem performed the most recent order for the Customer. In the event of infringement by the Customer or its affiliated companies of the obligations defined in Article 19.1, the Customer shall incur with respect to and for the benefit of Dalsem a penalty payable to Dalsem of EUR 25,000 for each infringement and of EUR 1,000 for each day that the infringement continues, without prejudice to the right of Dalsem to compensation for the loss caused by the infringement and without prejudice to its right to claim fulfilment of the obligation of Article 19.1.
- 19.3 With regard to Dalsem's staff that is assigned to the Customer or deployed to perform the Customer's work, the Customer is prohibited from assigning such staff to a third party or otherwise making the staff available to work for such third party unless the Customer has obtained Dalsem's express written permission to do so.

Article 20 Data protection

- 20.1 In case and insofar Dalsem collects and processes any personal data of the Customer or for the benefit of the Customer in relation to the performance of an Agreement, such data will be treated and processed in accordance with applicable personal data protection legislation, including the General Data Protection Regulation (GDPR), the enactment law of the GDPR, after entering in to force the ePrivacy regulation and obligations resulting from any connected laws en regulations and take appropriate security measures.



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- 20.2 In the event Dalsem in its opinion should be qualified as a processor within the scope of the GDPR , the Customer shall at the first request of Dalsem in addition to this Article enter into a Processor agreement with Dalsem based on the model supplied by Dalsem.
- 20.3 The Customer indemnifies and holds harmless Dalsem for any claims of third parties (including but not limited to government authorities), financial penalties and costs (including but not limited to legal costs), which are the result of any infringement of any legal obligation with regards to the processing of personal data.

Article 21 Representation

- 21.1 If the Customer is acting on behalf of one or more other parties, he is liable vis-à-vis Dalsem as if he himself were the Customer, without prejudice to the liability of the other parties.

Article 22 Transfer of rights and obligations

- 22.1 All Agreements between Dalsem and the Customer are binding on their respective successors and assigns.
- 22.2 The Customer may not transfer, assign, charge, sub-contract or otherwise dispose of an Agreement, or any of its rights or obligations arising under it, without Dalsem's prior written consent.
- 22.3 Dalsem may transfer, assign, charge, sub-contract or otherwise dispose of an Agreement, or any of its rights or obligations arising under it, at any time during the term of an Agreement.

Article 23 Final provisions

- 23.1 The invalidity or voidability of any provision of these regulations or of Agreements to which these terms apply does not affect the validity of the other provisions. Dalsem and the Customer are obliged to replace provisions which are null and void or are annulled with valid provisions which, as far as possible, have the same meaning as the invalid or annulled provision.
- 23.2 The Agreement(s) between Dalsem and the Customer shall be governed by and construed in accordance with the laws of the Netherlands.
- 23.3 Any applicability of international conventions on the sale of movable goods which the parties can declare inapplicable is hereby expressly excluded. More particularly, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) is excluded.
- The courts in the district of Limburg, the Netherlands, shall have exclusive jurisdiction for all matters regarding the Agreement(s) between Dalsem and the Customer, unless another court is competent on the basis of mandatory law. Either party shall use its best efforts to settle a dispute in an amicable manner. In deviation from this provision, Dalsem will also and at all times be entitled to submit a dispute or claim to the competent court for the place where the Customer has his registered or actual place of business.

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