



## **General Terms and Conditions of: BAC Agro International B.V.**

### **Article 1: Applicability, definitions**

1. These General Terms and Conditions apply to any offer and any contract of sale and purchase that is concluded via the website [www.bacagro.com](http://www.bacagro.com) - of BAC Agro International B.V., established in Gouda, hereinafter to be referred to as "BAC Agro International B.V.".
2. The buyer is hereinafter referred to as "the Other Party".
3. Various provisions in these General Terms and Conditions refer to a natural person who acts outside of his business or professional activity. The Other Party shall be referred to as "the Consumer" in the context of these provisions.
4. "Offer" shall mean: any offer to BAC Agro International B.V., whether or not in the form of a written quotation.
5. "In writing" shall mean: by letter, e-mail, fax or any other mode of communication that is regarded as equivalent to writing in view of advances in technology and conventional practices.
6. "The website" shall mean: the website(s) of BAC Agro International B.V. referred to in paragraph 1.
7. The possible invalidity of (any part of) a provision contained in these General Terms and Conditions shall not affect the validity of the remaining provisions.
8. In the event of a discrepancy or conflict between these General Terms and Conditions and a translation hereof, the Dutch text shall prevail.
9. These General Terms and Conditions shall also apply to repeat orders and part orders flowing from the agreement.

### **Article 2: Offers and prices**

1. Unless a period of validity is stated in/for an offer, this concerns an offer without obligation. BAC Agro International B.V. may withdraw this offer within a period of no more than 2 working days after receipt of the acceptance.
2. The prices stated in offers or price lists are exclusive of BTW (Dutch VAT) and possible costs, such as transport costs, shipping costs, administrative costs, handling fees and expense claims of third parties engaged. The VAT amount applicable above and any costs are clearly stated for each product.
3. A composite offer does not oblige BAC Agro International B.V. to deliver part of the offered items against a corresponding part of the price.
4. If the offer is based on information provided by the Other Party and this information appears to be incorrect or incomplete or should change at a later date, BAC Agro International B.V. may adjust the quoted prices and/or delivery terms.
5. The offer and the prices do not automatically apply to repeat orders.
6. Samples that have been shown or provided, specifications of weights, properties and other descriptions in brochures, promotion material and/or on the website of are as accurate as possible, yet are stated for indicative purposes only. The Other Party may derive no rights from these.
7. Without the prior written permission from BAC Agro International B.V., the Other Party is not permitted to multiply or submit the samples and brochures that have been provided to third parties (for inspection).
8.
  - a. If (cost) price increasing circumstances occur at the expense of BAC Agro International B.V. between concluding the agreement and the execution thereof, due to legislation and regulations, government measures, currency fluctuations or price changes of suppliers / the required materials or raw materials, BAC Agro International B.V. may increase the agreed prices accordingly and charge these to the Other Party.
  - b. In the case of price increases within 3 months after the agreement was concluded, the Consumer may terminate the agreement by

means of a written statement. Unless the Consumer notifies BAC Agro International B.V. within 14 days after the price change was announced that he wants to use his right of termination, BAC Agro International B.V. may assume that the Consumer agreed to the change.

### **Article 3: Establishing agreements**

1. The agreement is established after the Other Party has accepted the offer of BAC Agro International B.V., also if this acceptance deviates on secondary issues from this offer. However, when the acceptance shall deviate in essential aspects, the agreement shall only be concluded after BAC Agro International B.V. has explicitly agreed with these deviations in writing.
2. BAC Agro International B.V. shall only be bound to:
  - a. an order without prior offer thereto;
  - b. oral agreements;
  - c. additions to or changes of the General Terms and Conditions or agreement; after written confirmation to the Other Party or as soon as BAC Agro International B.V. - without objection of the Other Party - has started the performance of the order or arrangements.
3. Unless indicated otherwise on the website, BAC Agro International B.V. shall only be bound to an order via the website after BAC Agro International B.V. has confirmed the order in writing to the Other Party - whether or not via an automatic message.

### **Article 4: Distance purchasing - reflection period, right of termination**

1. This Article exclusively applies to the Consumer for distance purchasing in the sense of Article 6:230g, paragraph 1 of the Netherlands Civil Code.
2. Consumers have a reflection period. During this reflection period, the Consumer can terminate the agreement without stating the reasons.
3. The reflection period referred to in the previous paragraph is 14 calendar days from the day on which the Consumer or a third party designated by him (not being the carrier):
  - a. received the item;
  - b. received the last item if the Consumer ordered several items in the same order and these items are delivered separately;
  - c. received the last shipment or the last part if the delivery of one item consists of several shipments/ parts;
  - d. received the first item for an agreement relating to the regular delivery of items during a certain period.
4. Termination shall take place by a written notification from the Consumer to BAC Agro International B.V., whether or not making use of a standard form made available by BAC Agro International B.V.
5. Termination in accordance with the previous paragraphs shall also terminate any additional agreements by operation of law.
6. The Consumer has no right of termination in the event the seal of the items is broken after delivery thereof.
7. In the event that the Consumer wishes to return the delivered item as it does not comply with what the parties had agreed on, the provisions of this complaints article apply.

### **Article 5: Distance purchasing - return, reimbursement**

1. Unless BAC Agro International B.V. personally collects the delivered items or has them collected on his behalf, the Consumer must immediately return the items - but in any case within 14 days after termination - in their original packaging, unused, and at his own expense and risk, to BAC Agro International B.V. or a third party commissioned by BAC Agro International B.V.
2. Within 14 calendar days of termination, BAC Agro International B.V. pays back all amounts received from the Consumer - within the framework of the agreement in question - in the same manner and in the same currency used by the Consumer.
3. BAC Agro International B.V. is not obliged to reimburse any additional costs incurred because the Consumer has explicitly chosen a different type of delivery than the least expensive type of standard delivery offered by BAC Agro International B.V.
4. Unless BAC Agro International B.V. personally collects the items or has them collected on his behalf, the Consumer may not claim reimbursement until BAC Agro International B.V. has received the items in return or the Consumer has demonstrated that the items were returned by it, whichever comes first.
5. BAC Agro International B.V. can refuse items that have been returned

or pay back only some of the payments received from the Consumer, in the event that the items are not in their original packaging, have been treated, used (more than necessary to establish the nature, characteristics and functioning of the item) and/or damaged. BAC Agro International B.V. shall inform the Consumer thereof immediately after receipt of the items.

6. The Consumer is liable for the reduction in value of the items when he handled the item in excess of what is necessary to establish the nature, characteristics and functioning of the item.
7. The Consumer shall never be liable nor shall he owe any costs for the mere fact that he exercises his right to terminate.

#### **Article 6: Engaging third parties**

If BAC Agro International B.V. deems this necessary, it shall have the right to have specific deliveries carried out by third parties.

#### **Article 7: Delivery, delivery terms**

1. The agreed terms shall never be final deadlines. If BAC Agro International B.V. fails to meet its obligations (on time), the Other Party must give BAC Agro International B.V. notice of default and grant reasonable time to meet these obligations at a later date.
2. In principle, an agreed term commences the moment BAC Agro International B.V. has confirmed an order to the Other Party, provided BAC Agro International B.V. has received all information necessary for the delivery from the Other Party at that time, as well as any (advance) payment, if agreed. If this is not the case, thereby causing a delay, the term will be extended proportionally.
3. BAC Agro International B.V. may deliver in parts and invoice each part delivery separately.
4. The risk of items to be delivered transfers to the Other Party at the moment these leave BAC Agro International B.V.'s premises, warehouse or shop or BAC Agro International B.V. informed him that the items are ready for collection.
5. Dispatch or transport of the items shall take place at the expense and risk of the Other Party in a manner to be decided by BAC Agro International B.V.. BAC Agro International B.V. is not liable for any damage of whatever nature that is related to the dispatch or the transport.
6. Unless parties agree another term, deliveries to the Consumer will be carried out within a period of up to 30 days after concluding the agreement. In this case the risk will transfer to the Consumer at the moment the items are physically available to him / a third party appointed by him (not being the transporter). If the Consumer appoints the transporter himself (not being a transporter suggested by BAC Agro International B.V.), the risk transfers to him on receipt of the goods by this transporter. Dispatch or transport is at the expense of the Consumer.
7. If it appears impossible, due to a cause within the risk area of the Other Party, to deliver the items ordered (in the agreed manner) to the Other Party, or if these are not collected, BAC Agro International B.V. may to store the items at the expense and risk of the Other Party. The Other Party will give BAC Agro International B.V. the opportunity to deliver the items or collect these within a reasonable period set by BAC Agro International B.V.
8. If the Other Party still fails to meet its purchase obligation after the aforementioned reasonable period, it shall be immediately in default. BAC Agro International B.V. may then, either fully or partially, terminate the agreement with immediate effect by means of a written statement and sell the items to third parties without being obliged to pay compensation for damages, costs or interest. This does not affect the obligation of the Other Party to compensate for any (storage) costs, damage or loss of profits of BAC Agro International B.V. and/or the right of BAC Agro International B.V. to demand compliance at a later date.

#### **Article 8: Packaging**

1. Packaging that is designated to be used several times shall remain the property of BAC Agro International B.V. and may not be used by the Other Party for any purpose other than for which it is designated.
2. BAC Agro International B.V. determines whether the Other Party must return packaging or whether he will collect this himself and at whose expense the latter is carried out.
3. BAC Agro International B.V. may charge a returnable deposit for this packaging to the Other Party. If the packaging is returned by the Other Party for free within the term agreed, BAC Agro International B.V. shall take back the packaging. The returnable deposit will be paid back to the Other Party or set off against returnable deposits for the packaging of subsequent deliveries. BAC Agro International B.V. may deduct 10% handling costs on the amount to be paid back or set off.
4. If the packaging is damaged, incomplete or has been destructed, the Other Party shall be liable for the damage and its entitlement to a repayment of the returnable deposit shall lapse. If this damage is higher

than the returnable deposit charged, BAC Agro International B.V. shall not have to take back the packaging. BAC Agro International B.V. will be entitled to charge it to the Other Party at cost price, less the returnable deposit paid by the Other Party.

5. Packaging for single use may be left at the Other Party's. Possible costs for removal shall be at the expense of the Other Party.

#### **Article 9: Composition of items, resale, obligations from the Other Party**

1. The Other Party is not permitted to make additions/changes to the items - including dilution or mixing with whichever liquid or substance - or arrange for this or all allow third parties to do this. The composition of the items as delivered by BAC Agro International B.V. is stated on the packaging of the items.
2. All items delivered by BAC Agro International B.V. may only be resold by the Other Party in the original packaging of BAC Agro International B.V. or that of its suppliers. The Other Party is not permitted to make changes to the original packaging and must prevent damage.
3. In the event of a breach of the provisions referred to in paragraphs 1 and 2, the Other Party owes BAC Agro International B.V. an immediately due and payable penalty of €2,500 per breach. This will be without prejudice to the right of BAC Agro International B.V. to claim full compensation if the damage suffered exceeds the penalty. The Other Party must also impose the bans referred to in paragraphs 1 and 2 on any of its purchasers.
4. The Other Party must ensure that it makes all information required for the execution of the agreement available to BAC Agro International B.V. in time and in the manner required by BAC Agro International B.V. and that the information is correct and complete.
5. If the Other Party fails to fulfil the above obligations (or fails to do so in time), BAC Agro International B.V. will be entitled to suspend the execution of the agreement until the Other Party has fulfilled its obligations. The costs and other consequences ensuing from this are at the expense and risk of the Other Party.
6. If the Other Party fails to fulfil its obligations and BAC Agro International B.V. does not demand performance from the Other Party straight away, it does not affect the right of BAC Agro International B.V. to demand performance at a later date.

#### **Article 10: The Other Party is not a representative/agent**

1. The Other Party is not a representative or agent of BAC Agro International B.V. in any way and does not have the authority to assume obligations on behalf of BAC Agro International B.V.. The Other Party must refrain from any act from which third parties could deduce that it does have such authority.
2. In the event of a breach of the provisions of paragraph 1, the Other Party incurs an immediately due and payable penalty of €2,500 per breach and a penalty of €450 for each day that the breach continues. This will be without prejudice to the right of BAC Agro International B.V. to claim full compensation if the damage suffered exceeds the penalty.

#### **Article 11: Complaints**

1. The Other Party shall check the delivered items immediately on receipt and state any visible shortcomings, defects, damage and/or anomalies in quantities on the consignment note or accompanying paperwork or, in their absence, reports these to BAC Agro International B.V. in writing within 2 working days. If such complaints are not reported in a timely manner, the items are deemed to have been received in good order and to conform with the agreement.
2. Any other complaints must be reported by the Other Party to BAC Agro International B.V. in writing immediately after discovery yet within the agreed/applicable shelf life. All consequences of not reporting these immediately will be at the Other Party's risk.
3. If the complaint is not filed on time, claiming under any agreed warranty/shelf life is no longer possible.
4. If the ordered items can only be delivered in (wholesale) packaging or minimum quantities BAC Agro International B.V. has in stock, the items may show slight anomalies that are acceptable in the industry, as regards stated weights, quantities, sizes etc. These anomalies are not classed as shortcomings on the part of BAC Agro International B.V. and claims under the guarantee regarding these shall not be possible.
5. Complaints shall not suspend the Other Party's payment obligations.
6. The previous paragraph does not apply to the Consumer.
7. The Other Party shall give BAC Agro International B.V. the opportunity to investigate the complaint and provide all relevant information. If it is necessary for the items to be returned for investigation, this will be at the expense of the Other Party, unless the complaint proves to be justified. The transport risk will always be borne by the Other Party.
8. Returning the items shall take place in a manner to be determined by BAC Agro International B.V. and in the original packaging or deposit packaging.

9. No complaints can be lodged about:
  - a. imperfections in or characteristics of items produced from natural materials or raw materials, if these imperfections or characteristics are inherent to the nature of the materials or raw materials;
  - b. defects/imperfections in samples approved by the Other Party;
  - c. defects/imperfections in items which have been manufactured in accordance with and on the basis of the approved samples referred to in under b;
  - d. items that have changed in nature and/or composition or that have been fully or partially treated or processed.

#### Article 12: Guarantees

1. BAC Agro International B.V. shall execute the deliveries in a proper manner and in accordance with standards applicable in the industry, but shall never provide a more extensive guarantee than has been agreed.
2. BAC Agro International B.V. shall be responsible during the shelf life for the usual quality and reliability of the items delivered.
3. When using the raw materials required for the production of the items, BAC Agro International B.V. shall base the use on the information provided on the characteristics thereof provided by the manufacturer or supplier. If the manufacturer or supplier provides a warranty for the aforementioned raw materials or for the items delivered by BAC Agro International B.V., this warranty applies in the same manner between the parties. BAC Agro International B.V. shall inform the Other Party in this regard.
4. If the purpose for which the Other Party wishes to treat, process or use the items differs from the customary use of these items, BAC Agro International B.V. shall only guarantee that the items are suitable for this if it has confirmed so in writing to the Other Party.
5. No claim can be made under the guarantee until the Other Party has paid the price agreed for the items.
6. The previous paragraph does not apply to the Consumer.
7. In the event of a justified claim under the warranty, BAC Agro International B.V. - at its discretion - will arrange for replacement of the items, free of charge, or repayment of or a discount on the agreed price. Any additional damage will be subject to the provisions of the liability article.
8. The Consumer may at all times opt for replacement of the items, free of charge, unless this cannot reasonably be expected from BAC Agro International B.V.. In the latter case, the Consumer may terminate the agreement by written statement or demand a discount on the agreed price.

#### Article 13: Liability

1. BAC Agro International B.V. shall accept no liability other than the guarantees /the applicable shelf life explicitly agreed or given by BAC Agro International B.V..
2. BAC Agro International B.V. is only liable for direct damage. Any liability for consequential damage such as trading losses, loss of earnings and/or losses sustained, damage caused by delay and/or personal or bodily injury shall be expressly excluded.
3. The Other Party takes all measures needed to prevent or limit the damage.
4. If BAC Agro International B.V. is liable, the liability for compensation shall at all times be restricted to the maximum amount paid by the insurer where appropriate. If the insurer does not pay or if the damage is not covered by the insurance taken out by BAC Agro International B.V., the liability for compensation shall be limited to the invoice amount of the delivered items.
5. The Other Party must hold the User to account for any damage suffered by him within 6 months after he became or could have become aware of it.
6. Contrary to the previous paragraph, a period of 1 year applies to the Consumer.
7. BAC Agro International B.V. is not liable - and the Other Party cannot make a claim under the applicable guarantee - if the damage has arisen due to:
  - a. improper use, use contrary to the purpose for which the items delivered were intended or use contrary to the directions, advice, operating instructions, leaflets, etc. provided by or on behalf of BAC Agro International B.V.;
  - b. incompetent safekeeping (storage) of the items;
  - c. errors or incompleteness in the information provided to BAC Agro International B.V. by or on behalf of the Other Party;
  - d. or due to a choice of the Other Party, which deviates from BAC Agro International B.V.' advice and/or what is customary;
  - e. or because the Other Party, or third parties on its behalf, have made modifications to the items supplied, without the explicit prior permission from BAC Agro International B.V..
8. The Other Party is fully liable for all damage arising from this in all cases listed in the previous paragraph, and indemnifies BAC Agro International B.V. against any claims from third parties.

9. The limitations of the liability stated in this article shall not apply if the damage is due to intent and/or recklessness by BAC Agro International B.V. or its supervisory staff on a management level or if mandatory legal provisions oppose this. Only in these cases shall BAC Agro International B.V. indemnify the Other Party against any third party claims.

#### Article 14: Payment

1. BAC Agro International B.V. may require (partial) advance payment or other security at all times. The required advance payment for the Consumer is a maximum of 50% of the agreed price.
2. For orders placed via the website, payment is made in the manner indicated on the website, unless the parties agree otherwise in writing.
3. Payment must take place within an expiry period of 14 days after the invoice date, unless parties have agreed a different payment term in writing. The invoice shall be considered correct if no objections have been made within the payment term.
4. If an invoice is not fully paid after expiry of the term referred to in the previous paragraph or if it was not possible to pay the amount by direct debit, the Other Party is due to BAC Agro International B.V. a default interest of 2% per month, to be calculated cumulatively over the principal sum. Parts of a month are computed as a full month.
5. In the aforementioned situation a default interest of 6% on an annual basis applies to the Consumer, unless the statutory interest is higher. In this case the statutory interest applies.
6. If payment is not forthcoming after notice was given, BAC Agro International B.V. may charge the extrajudicial collection costs to the Other Party at 15% of the invoice amount with a minimum of € 40.00.
7. In the above-mentioned demand, BAC Agro International B.V. shall give the Consumer a term of at least 15 days to make a payment. If payment is again not forthcoming, the extrajudicial collection costs for the Consumer will be:
  - a. fifteen percent of the amount of the principal sum for the first € 2,500.00 of the demand (with a minimum of € 40,00);
  - b. ten percent of the amount of the principal sum over the next € 2,500.00 of the demand;
  - c. five percent of the amount of the principal sum over the next € 5,000.00 of the demand;
  - d. one percent of the amount of the principal sum over the next € 190,000.00 of the demand;
  - e. half a percent of the surplus of the principal sum.
 All this with an absolute maximum of € 6,775.00.
8. For the calculation of the extrajudicial collections costs BAC Agro International B.V. may, after 1 year, increase the principal amount by the default interest accrued in that year.
9. In the absence of full payment, BAC Agro International B.V. may terminate the agreement without further notice of default by a written statement or to suspend its obligations under the agreement until payment is received or provided appropriate security. BAC Agro International B.V. shall also have the aforementioned right of suspension if it has legitimate grounds to doubt the Other Party's/the Consumer's creditworthiness even before the Other Party/ the Consumer enters into default regarding payment.
10. BAC Agro International B.V. will initially deduct payments received from all payable interest and costs and subsequently from invoices which have been due and payable the longest, unless the payment is accompanied by a written statement that it refers to a later invoice.
11. The Other Party may not deduct any claims of BAC Agro International B.V. from any reclamations that it has on BAC Agro International B.V.. The aforesaid also applies if the Other Party applies for a (temporary) suspension of payment or is declared bankrupt.
12. The previous paragraph does not apply to the Consumer.

#### Article 15: Retention of title

1. All items supplied/to be supplied under the Agreement shall remain the property of BAC Agro International B.V. until the Other Party has met all its payments obligations.
2. These payment obligations consist of payment of the purchase price of the items, increased by claims relating to work performed in connection with that delivery and claims due to shortcomings attributable to the Other Party, including payment of damages, extrajudicial collection costs, interest and possible penalties.
3. On the delivery of identical, non-individualized items, the consignment relating to the oldest invoice shall be considered to have been sold first. Therefore, retention of title always remains with the items delivered that are still in stock, in the shop and/or form a part of the inventory and equipment of the Other Party on invoking retention of title.
4. The Other Party may resell the items during his normal business operations, provided he stipulates that his customers recognize an identical retention of title on these items.
5. As long as the title is retained in the items, the Other Party may not pledge the items in any manner or bring items under the actual control of a financier.

6. The Other Party informs BAC Agro International B.V. immediately if third parties claim to have ownership or other rights to the items.
7. As long as the Other Party holds the items, it shall carefully store them as identifiable property of BAC Agro International B.V..
8. The Other Party arranges a business interruption or home contents insurance to ensure that the items delivered which are subject to retention of title are included in the policy. Immediately on BAC Agro International B.V.' request he will give access to the insurance policy and any included proof of premium payments.
9. If the Other Party contravenes this article or if BAC Agro International B.V. claims retention of title, BAC Agro International B.V. and his employees may enter the Other Party's site and take possession of the items. This does not affect BAC Agro International B.V.' right to compensation of damage, lost profit and interest and the right to terminate the agreement without any notice of default by a written statement.

#### **Article 16: Intellectual property rights**

1. BAC Agro International B.V. is and shall remain the party entitled to all intellectual property rights which are vested in, arise from, are connected with and/or belong to the items delivered or manufactured by BAC Agro International B.V. in the context of the agreement. The exercise of these rights is explicitly and exclusively reserved to BAC Agro International B.V..
2. This means, among other things, that the Other Party may not copy, change, reproduce, etc. the items or parts thereof delivered or manufactured by BAC Agro International B.V., without the prior permission of BAC Agro International B.V..
3. The Other Party guarantees that any documents and files provided by it to BAC Agro International B.V. shall not infringe any intellectual property right of any third party. He is liable for any damage that BAC Agro International B.V. suffers because of such infringements and shall indemnify BAC Agro International B.V. against any third-party claims.

#### **Article 17: Bankruptcy, loss of power to dispose of property, etc.**

1. BAC Agro International B.V. may terminate the agreement without any notice of default by a written statement to the Other Party, at the time when the Other Party:
  - a. is declared bankrupt or files for bankruptcy;
  - b. applies for (temporary) suspension of payment;
  - c. is affected by enforceable seizure;
  - d. is placed under guardianship or judicial supervision;
  - e. otherwise loses the power to dispose of its property or loses legal capacity regarding (parts of) its assets.
2. The Other Party shall always inform the guardian or administrator of the (contents of the) agreement and these General Terms and Conditions.

#### **Article 18: Force majeure**

1. In the event of force majeure of the Other Party or BAC Agro International B.V., the latter may terminate the agreement by means of a written statement to the Other Party or suspend compliance with his obligations towards the Other Party for a reasonable term without being obliged to pay any compensation.
2. Force majeure with respect to BAC Agro International B.V. shall include: a non-culpable shortcoming by BAC Agro International B.V., a non-culpable shortcoming of third parties or suppliers engaged by BAC Agro International B.V. or other serious grounds on its part.
3. In any case force majeure applies to BAC Agro International B.V. in the following circumstances: war, revolt, mobilization, riots at home and abroad, government measures, strikes within the company of BAC Agro International B.V. or a threat of these and other circumstances, disruption of existing exchange rates at the time the agreement was concluded, operational failures due to fire, burglary, sabotage, power failure, internet or telephone failures or activities by cyber criminals as a result of which the website is not (fully) available, natural phenomena, (natural) disasters and suchlike, as well as transport problems and delivery problems arisen from weather conditions, roadblocks, accidents, and import and export hindering measures.
4. If force majeure occurs when only part of the agreement has been executed, the Other Party shall be obliged to fulfil its obligations towards BAC Agro International B.V. until that moment.

#### **Article 19: Cancellation, suspension**

1. This Article is not applicable to dissolution within the statutory reflection period as provided in Article 4.
2. If the Other Party wishes to cancel the agreement prior to or during the execution thereof, BAC Agro International B.V. may require fixed damages from the Other Party to cover all expenses incurred and damage suffered due to termination, including any lost profit. At the option of BAC Agro International B.V. and dependent on all deliveries

- made, these damages shall amount to 20 to 100% of the agreed price.
3. The Other Party shall indemnify BAC Agro International B.V. against any third-party claims resulting from the cancellation.
4. BAC Agro International B.V. may set off the damages due against all amounts already paid by the Other Party and possible counterclaims from the Other Party.
5. Should the execution of deliveries be suspended at the request of the Other Party, the costs incurred for the deliveries that are carried out, shall be immediately due and payable and BAC Agro International B.V. will have the right to charge these to the Other Party. This also applies to all costs incurred or costs resulting from the suspension.
6. Costs BAC Agro International B.V. incurs as a result of resumed deliveries, are at the expense of the Other Party. If the execution of the agreement cannot be resumed after the suspension, BAC Agro International B.V. may terminate the agreement by means of a written statement to the Other Party.

#### **Article 20: Applicable law/jurisdiction**

1. The agreement concluded between the Parties is exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
3. Any disputes will be submitted to the competent court in the place where BAC Agro International B.V. is established, although BAC Agro International B.V. shall always retain the right to submit a dispute to the competent court in the place where the Other Party is established.
4. Irrespective of the choice of BAC Agro International B.V., the Consumer will always retain the right to submit the dispute before the legally competent court. The Consumer must notify his choice to BAC Agro International B.V. within a month after receipt of the summons.
5. If the Other Party is established outside the Netherlands, BAC Agro International B.V. shall have the option to submit the dispute to the competent court in the country or the state where the Other Party is established.

*Date: January 1st, 2017*