

UNIFORM-Agri Terms and Conditions of Sale

1 General

- 1.1 In these Terms and Conditions of Sale (the "Terms"), "Customer" means the person, company or institution that buys or agrees to buy goods or services from UNIFORM-Agri ("Supplier" and collectively with Customer, the "Parties" and each a "Party"). "Goods" means the goods and/or services supplied or made available to Customer by Supplier as specified in Supplier's invoice or quote or similar documentation.
- 1.2 These Terms shall apply to all sales and supply of Goods by Supplier to Customer and supersedes any prior agreement, understanding or undertaking between the parties and/or any conflicting terms and conditions specified or referred to by Customer. Subject to section 1.4 below, no variation of these Terms shall be effective between the Parties unless agreed in writing by the Parties.
- 1.3 The Terms are placed at the KAMER VAN KOOPHANDEL NOORD NEDERLAND in Netherlands under number 04029997.
- 1.4 Supplier has the right to change and/or add to the Terms, which changes without limitation shall apply to the Rights of Use set out in section 2 below. The Customer will be informed in writing of such revised Terms and may object to the new Terms by written notification within thirty (30) days of receipt of the new Terms, in which case the new Terms will not apply. In the event of such objection, Supplier has the right to terminate any Right of Use of Customer, without any right to compensation of Customer.
- 1.5 Unless specified otherwise in writing between the Parties, any agreement regarding support and maintenance in relation to the Software and the Rights of Use (the "Support and Maintenance Contract"), starts to apply at the same time as the purchase of the software license by Customer. If Customer does not pay in full any fees under the Support and Maintenance Contract by the due date, Supplier will be entitled to terminate such Support and Maintenance Contract, in addition to claim payment for any fees for Customer use until the date of termination.
- 1.6 These Terms are provided with the quotation/sales agreement and/or invoice, and updated Terms may be provided with any subsequent quotation/sales agreement and/or invoice. Customer acknowledges that the signing of a quotation or sales agreement or payment of an invoice (wholly or partly) shall mean a full acceptance of the most recent version of these Terms.

2 Right of Use

- 2.1 Subject to section 2.4 below and the terms and conditions herein, Supplier hereby grants Customer a non-exclusive right to use Supplier software supplied by Supplier with or without any Goods, including any updates or replacements thereof (the "Software"), including any documentation provided with the Software (the "Right of Use").
- 2.2 The Right of Use is limited to use by Customer only and Customer may not grant any access or right to the Software to any other entity or person. The Right of Use is limited to ordinary course business use in Customer's operations.
- 2.3 The Right of Use becomes effective when Customer has paid for and has met all other financial undertakings due in relation to the Right of Use, as invoiced by Supplier.
- 2.4 If the Support and Maintenance Contract expires or is terminated, Customer maintains a right to use the last version of the Software installed on a minimum licensee basis, which shall mean that:
- Customer may enjoy the minimum functionalities of that version of the Software, as determined by Supplier from time to time;
 - Customer has access to telephone or e-mail advice on the use of the Software during normal office hours (CET), provided that Customer is charged for such use in accordance with the applicable list price of Supplier; and
 - Customer may purchase updates to such Software at the current list price of Supplier.

3 Support

- 3.1 As long as any fees under the Support and Maintenance Contract are timely paid, Customer may use the support facilities of Supplier, which includes (collectively the "Support"):
- Telephone or e-mail advice on the use of the Software during normal office hours (CET)
 - Use of the data safe function.
- 3.2 The above constitutes an exhaustive list of the support services provided under the Maintenance and

Support Contract and no other support services of any type shall be deemed included.

4 Maintenance

- 4.1 During the term of the Support and Maintenance Contract, Customer will be provided with and is granted the right to use the results of the general maintenance of the Software (the "Maintenance"), which will be performed by Supplier on a regular basis.
- 4.2 The Maintenance includes the correction of errors as well as improving and expanding the available modules of the Software.
- 4.3 License to any updated module within the scope of the Software ("Updates"), will be offered to Customer for free, provided that there is a valid Support and Maintenance Contract in place with Customer and no fees thereunder remain overdue.
- 4.4 New modules or detached programs compatible with the Software ("Add-ons") may be purchased by Customer from Supplier, at the list price applied by Supplier.
- 4.5 Supplier is entitled to refuse Maintenance, wholly or partly, or cancel in full the Support and Maintenance Contract with Customer in the event of any of the following occurrences:
- The Software is altered by Customer without written permission of Supplier.
 - Maintenance is necessary because of use of the Software by Customer outside the ordinary course business use or because of causes resulting from other external factors outside the control of Supplier.
 - There is a danger to the safety of the employees of Supplier or third party persons.
 - In the event of general crisis in the farm sector in the area due to serious animal health problems such as Foot and Mouth Disease.

5 Training Courses

- 5.1 Supplier may be offering Customer the opportunity to attend training in relation to the Goods and the Software supplied to Customer ("Training"). Subject to availability of Supplier, such training will be offered at the time of sale or at a later stage during the term of the Support and Maintenance Contract.
- 5.2 The Training will be supplied to Customer at the list price of Supplier, unless otherwise agreed in writing between the Parties.

6 Price and payment

- 6.1 All prices invoiced or quoted are exclusive of VAT and other similar taxes or charges applicable at the time of the invoice and/or quotation.
- 6.2 The fees for of any services performed by Supplier will be invoiced as agreed in monthly, quarterly, half yearly or on an annual basis, but always in advance. In the absence of agreement regarding time of invoice, invoicing will be made in advance for such terms as Supplier may decide.
- 6.3 Supplier's invoices are due for payment fourteen (14) days from date of invoice, and no deductions or set-off are allowed, unless otherwise is agreed in writing.
- 6.4 Supplier is always authorised to change its prices, which changed price will start to apply for the next invoice to Customer. Supplier will annually increase the fees under the Support and Maintenance Contract by at least inflation factor.
- 6.5 If Customer fails to pay any invoice in full by the due date, Supplier has the right to charge Customer interest on the amount overdue at a rate of one percent per month.
- 6.6 In addition, Supplier has the right to withdraw any Maintenance and Support to Customer if any invoiced amount is outstanding thirty (30) days after the date of invoice.
- 6.7 Subject to the terms and conditions of these Terms, Supplier will provide Support to earlier versions of the Software, however limited to the three last versions of the Software.

7 Duration

- Unless specified otherwise in an agreement in writing between the Parties, the Support and Maintenance Contract will apply for an initial period of three (3) years. After this period there is an automatic renewal on a yearly basis, unless terminated in advance by Customer no later than three (3) months from the end of the current renewal period by a notification in writing to Supplier.

7 Termination

- 8.1 In addition to anything else stated in these Terms, either Party may terminate the Support and Maintenance Contract with immediate effect by a

notification in writing to the other Party in the event of the other Party's material breach of these Terms or any other provision of the agreement governing the relation between Supplier and Customer, unless such breach is remedied within thirty (30) days from Party's notification of termination.

- 8.2 Supplier may terminate the Support and Maintenance Contract with immediate effect if Customer is in a state of bankruptcy, liquidation or similar.

9 Warranties and liability

- 9.1 Supplier warrants to Customer that the Goods are free from defects in materials, design and workmanship (the "Warranty"). The Warranty applies for and Customer must notify Supplier within twelve (12) months from the actual date of delivery. Supplier shall have a right to replace or repair defective or non-conforming products as decided by Supplier in its sole discretion. This represents Customer's sole remedy in case of defective Goods. Subject to the Warranty given herein, Customer shall not be entitled to rely on any representation, statement or warranty. The Customer acknowledges and agrees that every condition or warranty or indemnification right which might otherwise be implied or incorporated in these Terms by reason of laws, legal principles or otherwise, is hereby expressly excluded.
- 9.2 Supplier will only be liable towards Customer for direct loss or damage. Supplier shall in no event be liable under or in connection with the these Terms for any indirect, special or consequential loss or damage or for loss of profit, loss of revenue, loss of business, loss of data or loss of goodwill, whether or not such loss could have been reasonably foreseen. The maximum aggregate liability of Supplier under or in connection with these Terms for any calendar year shall be limited to any fees paid by Customer during the last twelve months from the date of the claim from Customer.
- 9.3 Customer's right to compensation for any loss, damage or cost incurred due to a defect in the Goods is subject to Customer notifying Supplier of the potential defect in the Goods as soon as it is discovered, however in any event not later than thirty (30) days after discovery of the potential defect.

10 Force Majeure

Neither Party shall be held liable for the failure in delay in fulfilment of its obligations when such delay or failure is caused by circumstances that are out of the control of that Party, such as war, acts of terrorism, strike, lockout, shortage in supplies, epidemic, destruction of production facilities, riot, insurrection, fire, flood, earthquake, explosion or other casualty or accident ("Force Majeure").

11 Delivery dates

All delivery dates stated by Supplier are target dates. Supplier does not accept any liability to Customer if the stated delivery date is not met.

12 Intellectual property

Any and all intellectual property rights and other proprietary rights, including without limitation patent rights, copyright, trade secrets and design, in relation to any current and future UNIFORM-Agri product is the property of Supplier and its affiliates and licensors. Except to the extent expressly set out otherwise, nothing in these Terms and no act or omission of Supplier shall be interpreted as a licence of or other right to Customer in relation to any intellectual property right of Supplier.

13 Governing law and dispute resolution

These Terms and any agreement between the Parties in connection herewith are governed by the laws of the Netherlands and the courts of the Netherlands will have jurisdiction to settle any dispute, controversy or claim arising out of or in connection with these Terms and/or such agreement or the breach, termination or invalidity thereof. Notwithstanding the above, Supplier is entitled to seek injunctive relief and other interim measures and petition the competent courts and authorities of the country of residence of Customer to enforce or secure claims of any payments due under these Terms.