

1. General

Unless otherwise agreed in writing, these general conditions of sale apply to all price offers drawn up by Protagro Ltd., to any agreement contracted between Protagro Ltd. and the buyer, as well as to all invoices drawn up by Protagro Ltd., regardless of the location of the buyer's domicile or headquarters (in Belgium or abroad) and the place of delivery (in Belgium or abroad). The purchaser's general conditions of purchase are only valid if Protagro Ltd. accepts them in writing. In the event of contradiction between the accepted general conditions of purchase and the present general conditions of sale of Protagro Ltd., the latter shall prevail.

2. Price offers and order acceptances

All price offers, whether verbal or written, are made without obligation. Protagro Ltd. will only be bound by an order after written confirmation thereof. The communication of prices, delivery times, contractual conditions, etc. does not entail any commitment on the part of Protagro Ltd..

3. Delivery

- a. Unless otherwise agreed in writing, for buyers in the EEC, the goods are always delivered "ex works" (Ex Works or EXW) by Protagro Ltd. to the buyer, in accordance with Incoterms ICC 2000. For purchases outside the European Economic Community (EEC), purchases are always delivered CIF to the port of entry closest to the buyer's country.
- b. Before receiving the goods, the buyer is required to check their good condition, to check the number of items delivered and, if necessary, to make the necessary reservations to the carrier, who is solely responsible.
- c. The agreed delivery times are not binding and cannot under any circumstances give rise to damages or the cancellation of the order. Protagro Ltd. will make every effort to meet these deadlines.

4. Failure to deliver by the supplier

If Protagro Ltd. cannot respect its commitments due to the default of its supplier, the buyer will be entitled to a fixed compensation equivalent to 2% of the amount of the order, with a maximum of 2000€.

5. Force majeure

Protagro Ltd. cannot be held responsible for non-compliance with its commitments in the event of force majeure, such as war, civil unrest, partial or general strike, partial or general lockout, contagious diseases, accidents operation, fire, machinery breakdown, supplier bankruptcy, shortage of raw materials, etc. Force majeure does not entitle the purchaser to terminate the agreement or to claim damages.

6. Rejection of Goods / Default by Customer

If the buyer refuses the agreed goods or does not respect his commitments, Protagro Ltd. reserves the right to terminate the sale without prior notice, without prejudice to his right to claim damages. The resolution of the agreement is done automatically after

communication by registered mail and email for a buyer in Europe and by email for buyers outside the EEC. The buyer will be obliged to compensate Protagro Ltd. for all damages suffered, including loss of profit, administration costs, transport costs, storage costs, etc. In addition, Protagro Ltd. will have the right to partially or completely suspend the further implementation of the agreement concerned and all other agreements in progress.

7. Complaints

- a. Any complaint concerning apparent defects must be communicated in writing to Protagro Ltd. within 5 days of receipt of the goods, failing which it will be considered inadmissible.
- b. Any complaint concerning hidden defects must be communicated in writing within eight days of the discovery of the defect and at the latest within one month of receipt of the goods, failing which it will be considered inadmissible.
- c. No claim for apparent or hidden defects will be accepted if the goods have been treated, transformed or resold.
- d. In the event of a justified complaint, Protagro Ltd. will limit itself to the replacement of the defective goods, without the right to additional compensation from the buyer.
- e. Any return of goods must be authorized in writing by Protagro Ltd., without this authorization implying an acknowledgment of liability. The costs and risks associated with the return are the responsibility of the buyer.
- f. A complaint does not release the buyer from his obligation to pay the invoices on the agreed dates and according to the agreed conditions. Moreover, even if a complaint is founded, it does not authorize the purchaser to refuse the implementation of the convention for the goods not concerned by the complaint.

8. Payments

All invoices are payable at the registered office of Protagro Ltd.. Payment by bank transfer, draft or any other method cannot be considered a waiver of this provision and does not entail novation. **Unless otherwise agreed in writing, the agents or representatives of Protagro Ltd. are not authorized to collect the amount of the invoices.** Payment must be made within the deadlines mentioned on the invoice, without discount and in euros, unless otherwise agreed in writing. All payment costs as well as exchange risks are borne by the buyer. If Protagro Ltd.'s confidence in the solvency of the buyer is shaken due to acts of judicial execution with regard to the customer and/or determinable events which risk compromising and/or preventing the good implementation of the commitments entered into by the buyer, Protagro Ltd. reserves the right to suspend the order in whole or in part and to ask the buyer to provide the appropriate guarantees. If the buyer refuses to do so, Protagro Ltd. reserves the right to cancel the order in whole or in part. All of the above is valid without prejudice to Protagro Ltd.'s right to claim damages. In the event of non-payment in whole or in part on the due date, unpaid invoices will automatically and without prior notice produce interest calculated on the basis of the Belgian legal interest rate increased by 2%, with a minimum rate of 12%. The unpaid balance after a formal notice has remained in vain will be increased by 12% of the amount of the invoice, with a minimum of €125 and a maximum of €2,500, even if payment terms have been granted.

General Terms of Sale of PROTAGRO Limited



Non-payment of a single invoice when due makes the unpaid balance of all other invoices, even those not due, immediately due and payable.

9. Retention of title

The goods delivered by Protagro Ltd. to the buyers remain the property of Protagro Ltd. until the amounts owed by the buyer, including interest and costs, have been paid. The buyer authorizes Protagro Ltd. or its agent to access its land and buildings in order to recover its goods. The exercise of this right by Protagro Ltd. only terminates the sales contract if it has explicitly informed the buyer of this intention. As long as the goods have not been fully paid for, the buyer is prohibited from working on them, selling them, pledging them or using them as security in any way whatsoever. In addition, the buyer cedes unconditionally and irrevocably to Protagro Ltd., which accepts, all claims he may have on third parties due to the sale of goods, even worked, and which are the property of Protagro Ltd.. The installments paid remain acquired by Protagro Ltd. to compensate for any losses in the event of a resale.

10. Applicable law and jurisdiction clause

In the event of a dispute, the courts of the judicial district of Ghent, or the courts of the domicile or registered office of the buyer, according to the choice of Protagro Ltd., will be competent. The contractual relationship between Protagro Ltd. and the buyer is exclusively governed by Belgian law.