
General terms and conditions of the private company with limited liability Primegreen B.V., having its registered office in Rotterdam, The Netherlands and registered in the register of the Chamber of Commerce under number 90463374.

Article 1. Definitions

1.1. In the context of these General Terms and Conditions the definitions have the following meaning:

Primegreen:	Primegreen B.V.;
Parties:	Primegreen and Client together;
Agreement:	Any Contract or Agreement that Primegreen concludes with Client and all Agreements and/or commitments arising from or relating to this;
Quotation/Offer:	The non-binding Offer to provide Services and/or deliver Products;
Services:	The Services provided by Primegreen;
Order:	An order of Products or Services provided/delivered by Primegreen;
Client:	The natural or legal entity who that has given Primegreen the order to perform Services and/or deliver Products;
Contractor:	Primegreen after accepting the Order/ closing the Agreement. All Agreements are exclusively accepted and carried out by Primegreen, not by or on behalf of an individual employee, regardless of whether Client has explicitly or tacitly given the Order with a view to its execution by a specific employee or certain employees. Articles 7: 404, 7: 407 paragraph 2 and 7: 409 of the Dutch Civil Code are explicitly excluded;
Products:	The Products Primegreen sells or delivers under the Agreement;
Employee:	A natural person who is employed at or associated with Primegreen, whether or not based on an employment contract;
Europe:	All member states of the European Union;
Use:	Using, in the broadest sense of the word, as an ingredient in a production, selling in a formula, selling as a raw material and as consumption;
Confidential Information:	All personal data and any information, however it is conveyed, that relates to Primegreen's business, affairs, developments, trade secrets, know-how, personnel, and suppliers, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
Default:	The situation in which Client fails to fulfill its obligations under the Agreement;
Third Party:	Any party other than Primegreen and Client.
Force Majeure:	Any circumstance beyond the control of Primegreen – even when this was to be foreseen in the company of Primegreen or its suppliers at the time that the Agreement was concluded and furthermore all circumstances whereby compliance of the Agreement cannot reasonably be requested from Primegreen;

Non-attributable failure: Among others, war, danger of war, riot, fire, factory failure, strike, failure of systems / software, blockades, exclusion, traffic disorder, staff illness, failure to meet their obligations by third parties (on time);

Article 2: General

- 2.1 These general terms and conditions apply to all Offers and Agreements between Parties to which Primegreen has indicated that these Terms and Conditions apply, unless Parties have indicated otherwise in writing.
- 2.2 These terms and conditions also apply to all Agreements with Primegreen that are executed with the assistance of third parties.
- 2.3 Deviations and/or additions to these general terms and conditions are only valid if these have explicitly been agreed in writing for example in a written agreement or order confirmation. This Agreement never implies that the deviating conditions of Client are also applicable on other Agreements between Primegreen and Client.
- 2.4 If any condition in these general terms and conditions is contradictory with a condition stipulated in the Agreement, the condition stipulated in the Agreement applies regarding the contradiction.
- 2.5 If any provision of these general terms and conditions is invalid, the other provisions in these general terms and conditions remain in force. The relevant invalid provision(s) will be replaced by another, valid, provision that will approach the intended effect of the invalid provision as much as possible.
- 2.6 The applicability of the general terms and conditions of Client are explicitly rejected by Primegreen.
- 2.7 Provisions from these general terms and conditions will not apply, if and insofar mandatory legal regulations object to this. If a provision based on this ground would be invalid under circumstances, the most favourable regulation for Primegreen applies and all other provisions remain in full force.
- 2.8 If there is confusion regarding the explanation of one or more provisions from these general terms and conditions, the explanation must take place 'in the spirit' of these provisions.
- 2.9 If a situation arises between parties that is not regulated in these general terms and conditions, this situation must be assessed 'in the spirit' of these General Terms and Conditions.

Article 3: Offers

- 3.1 All Offers are subject to these general terms and conditions unless the Offer contains an express written statement to the contrary.
- 3.2 In the absence of statement to the contrary, the prices stated in the Offers are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the Agreement, including forwarding and administration expenses. Next to this, all costs or expenses relating to registrations and notifications for Products in countries or systems are not included. All orders are exclusive any necessary (import) licenses.
- 3.3 If the acceptance differs (whether on subordinate points) to the Offer, then Primegreen is not bound to those differing points.
- 3.4 A composite price statement does not bind Primegreen to perform part of that statement at a corresponding proportion of the stated price.
- 3.5 Offers and quotations are not automatically applicable to future Orders.

Article 4: Execution of the Agreement, information and resources

- 4.1 Primegreen will execute the Agreement to best knowledge and ability and in accordance with high standards which Client can reasonably expect of Primegreen. Primegreen does not guarantee that any result will be achieved.
- 4.2 Primegreen will determine how and by whom the Agreement is carried out but will act in accordance with Client's indicated wishes wherever possible. If and in so far as required for the correct execution of the Agreement, Primegreen reserves the right to have the Services carried out by third parties.
- 4.3 Client shall make sure that Primegreen is provided on time and in full with all information, as well as amendments thereto, in the way and manner that Primegreen indicates is necessary for the performance of the Agreement or which Client could reasonably expected to understand is required both on commencement and during the execution of the Agreement. If the information required for the execution of the Agreement is not issued to Primegreen on time or in full, Primegreen reserves the right to suspend execution of the Agreement and/or to charge Client with extra costs incurred because of the delay.

- 4.4 Client shall ensure that Primegreen is provided on time with all resources and facilities that Primegreen indicates as necessary and which Client could reasonably be expected to realise are necessary to the execution of the Agreement. If sufficient resources required for the execution of the Agreement are not issued to Primegreen, Primegreen, then Primegreen reserves the right to suspend execution of the Agreement and/or to charge Client with extra costs incurred because of the delay.
- 4.5 Client guarantees the correctness and completeness of the information, resources and facilities he provides to Primegreen. Primegreen cannot be held liable for losses of any nature whatsoever caused by the Primegreen's use of incorrect and/or incomplete information provided by Client.
- 4.6 Client is obliged to inform Primegreen without delay of changes in the provided information and other facts and circumstances that could be important to execution of the Agreement.
- 4.7 Primegreen reserves the right to suspend execution of the components forming part of a subsequent stage of the Agreement until Client has approved the results of the preceding stage in writing.
- 4.8 If Primegreen or third parties engaged by Primegreen perform Services or deliver Products at Client's location or a location indicated by Client, then Client shall provide those Employees, free of charge, with the facilities that can reasonably be required by those Employees.

Article 5: Amendments to the Agreement

- 5.1 If during the execution of the Agreement it becomes apparent that it is necessary to make amendments or additions to the Agreement, then Parties shall enter negotiation and amend the Agreement accordingly.
- 5.2 Client accepts the possibility of modification of the Agreement, including the modification in price and delivery date.
- 5.3 Amendments or additions to the Agreement that have been agreed by Parties can result in a change of the delivery date. Primegreen shall inform Client of changes in the delivery date as soon as possible. Amendments or additions to the Agreement do not give Client any entitlement to compensation for damages.
- 5.4 If the amendment or addition to the Agreement has any financial and/or quality implications, then Primegreen shall inform Client of those implications in advance. Primegreen has the right to charge additional costs to Client.
- 5.5 If a fixed fee has been agreed, then Primegreen shall indicate the extent to which the amendment or addition to the Agreement will result in that fee being exceeded.

Article 6: Duration of the Agreement; period of execution

- 6.1 The Agreement between Primegreen and Client is entered into for an indefinite period of time unless the nature of the Contract provides otherwise, or the parties make express and written agreement to the contrary.
- 6.2 A period agreed during the term of the Agreement for the completion of Services shall not under any circumstances be deemed to be a firm deadline for Primegreen.
- 6.3 When Primegreen relies on suppliers or sub-Contractors for the completion of the Agreement, Primegreen cannot be held liable for delay caused by the supplier or sub-Contractor.
- 6.4 Unless it has been established that execution of the Agreement has become permanently impossible, the Agreement cannot be dissolved by Client, unless Primegreen also fails to execute the Agreement in full within a reasonable period that Primegreen has indicated in writing following expiry of the agreed delivery time.

Article 7: Termination

- 7.1 Client is not authorised to terminate the Agreement unless in case of gross negligence on the part of Primegreen. Client must prove this gross negligence in written.
- 7.2 From the moment of termination of the Agreement, any claims of Primegreen against Client shall become immediately due and payable.
- 7.3 Cancellation or modification of the Agreement by Client entitles Primegreen to reimbursement of costs incurred, including costs arising from contractual or other obligations to third parties, without prejudice to damages for loss of profits. Client is further obliged to pay the invoices for Services carried out up until that time.

- 7.4 If the Agreement is prematurely terminated by Primegreen, Primegreen will arrange in consultation with Client for the Services not yet carried out to be transferred to third parties, unless the termination is in response to facts and circumstances that can be attributed to Client.
- 7.5 Primegreen may terminate the Agreement with a 3 months' notice.
- 7.6 If Primegreen incurs extra costs when transferring the Services, then Client shall be obliged to compensate Primegreen for those costs with due observance of the provisions of articles 8 and 9 of these general terms and conditions.

Article 8: Fee

- 8.1 Parties can agree upon a fixed fee when closing the Agreement.
- 8.2 If Client agrees a fixed price, then Primegreen shall nevertheless be entitled at any time to increase price without Client being entitled to cancel the Agreement, if the increase is the results of changes of legislation, the increased price of raw materials, the increase of wages or any event that was unforeseeable at the moment of conclusion of the Agreement.
- 8.3 If Primegreen agrees with Client on a fixed fee or hourly rate, Primegreen is nevertheless entitled to increase this fee or rate in case of, for example, amendment or supplementation of the Agreement.
- 8.4 Primegreen is further authorised to increase the price to Client if cost-determining factors such as salaries are increased between the time of the Offer and delivery.
- 8.5 Primegreen is further entitled to increase the fee if, during the performance of the Services, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the Agreement was entered into, for reasons that cannot be attributed to Primegreen, to such an extent that Primegreen cannot reasonably be expected to perform the agreed Services for the originally agreed fee. Primegreen will inform Client of his intention to increase the fee or rate. Primegreen will state the amount of the increase and the date on which it will come into effect.

Article 9: Payment

- 9.1 Payment is due up front, without any deduction or discount, by depositing or transferring the invoiced amount to the bank or bank account stipulated by Primegreen. A discussion regarding the invoice does not suspend obligation to pay the invoice.
- 9.2 If Client fails to meet its obligation to make payment according to the Agreement before the delivery of the Products or Services have started, then Client shall be in Default. Client will then be liable for payment of interest equal to the statutory interest at that time. The interest on the amount due will be calculated from the time when in Default until the date of full and final settlement. As of the moment Client is in Default regarding the fulfilment of his obligations, all extra judicial costs of reimbursing will be charged to Client. The extrajudicial costs are €250, - ex VAT. However, if Primegreen has made higher reimbursement costs which were reasonably necessary then the actual costs are due. Any possible judicial costs (such as legal costs and lawyer's costs) will be entirely paid by Client. Interest costs are also due on all reimbursement costs.
- 9.3 In the event of Client being liquidated, declared bankrupt or granted suspension of payment, all claims of Primegreen on Client shall become immediately due and payable.
- 9.4 Primegreen reserves the right to have payments made by Client extend to payment of costs first, then to outstanding interest and finally the principal amount and the current interest. Primegreen can refuse a payment offer, without thus being in Default, if Client indicates a different order of allocation. Primegreen can refuse full payment of the principal amount if the due and current interest and costs are not remitted at the same time.
- 9.5 Client shall never be entitled to settle invoices against other debts.

Article 10: Right of retention

- 10.1 All goods delivered by Primegreen, remain the property of Primegreen until Client has met the obligations under the Agreement entered into with Primegreen in full; this to be decided at Primegreen's discretion.
- 10.2 Client is not authorised to pledge or encumber in any other way the goods covered by the right of retention.
- 10.3 In the event of third parties imposing a seize on the Products delivered under the right of retention or setting out to establish or invoke any rights to these Products, then Client is obliged to notify Primegreen of that as soon as may reasonably be expected.

- 10.4 Client is obliged to insure the Products delivered under the right of retention and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on demand.
- 10.5 Products delivered by Primegreen and which are covered by the right of retention may only be sold on in the context of normal business operations and may not under any circumstances be used as a means of payment.
- 10.6 In the event of Primegreen wishing to exercise the right of retention as provided for in this article, Client hereby gives unconditional and irrevocable permission, now for then, for Primegreen or third-parties engaged by Primegreen to enter the places where the property of Primegreen is located and to repossess that property.

Article 11: Suspension and dissolution

- 11.1 Primegreen is authorised to suspend the delivery of the Services or Products or to dissolve the Agreement if:
- Client fails to meet his contractual obligations partly or in full.
 - After entering the Agreement, Primegreen becomes aware of circumstances that give Primegreen good grounds to presume that Client will not meet his obligations. If there are good grounds for presuming that Client will only meet his obligations in part or not adequately, the suspension shall only be permitted if justified by the shortcoming.
 - Upon entering into the Agreement Client was required to provide certainties for meeting his contractual obligations and has failed to provide sufficient certainties.
 - If by delays on part of Client Primegreen can no longer be reasonably required to execute the Agreement on the original terms.
- 11.2 Primegreen is further authorised to dissolve the Agreement, or have it dissolved if circumstances arise of such a nature that compliance with the Agreement is no longer possible or can no longer be required according to the standards of fairness and equity of if circumstances arise of such a nature that the Contract cannot reasonably be left in effect in unamended form.
- 11.3 In addition, Primegreen shall be entitled to dissolve the Agreement in circumstances of such nature that performance of the Agreement is impossible or according to standards of reasonableness and fairness, can no longer be required, or in circumstances of such a nature that unamended continuation of the Agreement cannot reasonably be expected.
- If Primegreen dissolves or postpones the Agreement it shall not be liable for any damages or cost, however they have arisen.
 - If the termination is attributable to Client, then Primegreen shall be entitled to compensation for damages, including costs, whether directly or indirectly.
 - Primegreen retains the right to consider the Agreement as dissolved without notice in case of bankruptcy or insolvency of Client.
- 11.4 If the Agreement is dissolved, the claims of Primegreen on Client shall become immediately due and payable. If Primegreen suspends compliance with his obligations, he retains his claims by law and under the Agreement.
- 11.5 Primegreen always reserves the right to claim compensation for damages.

Article 12: Return of delivered Products

- 12.1 If Primegreen has delivered Products during the implementation of the Agreement, then Client is obliged to return those Products in their original condition, free of defects and complete within 14 days of Primegreen first request for him to do so.
- 12.2 If Client fails to meet the obligation set out above under 12.1, then Client will be obliged to compensate Primegreen for the losses and costs arising thereof, including the replacement costs.

Article 13: Inspection & complaints about the Services

- 13.1 Complaints about the Services provided by Primegreen must be stated in writing by Client to Primegreen within 8 days of the faults being noticed, but at the latest 14 days following completion of the Services / delivery of the Products in question. The notice of Default should contain a description of the failure to perform in as much detail as possible so that Primegreen is able to put forward an adequate reaction and/or solution. A claim does not suspend Client's payment obligation.

If the complaint is well-founded, Primegreen shall carry out the Services as agreed unless that is demonstrable no longer of any benefit to Client. Client shall be responsible for indicating that that is the case in writing.

Article 14: Inspections and complaints of the Products

- 14.1 All Products are in accordance with the usual demands, standards and regulations, which can be reasonably demanded for regular Use in Europe. The warranty mentioned in this article is limited to Use within Europe. If Client wants to Use the items outside Europe, he has to verify himself if the items are suited and according to the laws of the destined country.
- 14.2 Client will check the delivered Products immediately after delivery for easily identifiable defects before using it. Client investigates if the goods are in accordance with the Agreement considering quality and quantity. Visible defect(s) should be reported immediately to Primegreen in writing with photographs of the defects added. When the defect(s) are visible and Clients signs the papers to accept the Products, Client can no longer complaint about the defect(s) of the Products. Any possible nonvisible defects should be reported in writing within seven days upon discovery. Client provides Primegreen the opportunity and reasonable time to investigate the complaint and to provide an explanation and/or solution.
- 14.3 If defects are reported later than 5 days after discovery, Client loses its right to recovery, replacement or compensation.

Article 15: Liability

- 15.1 During the execution of the Agreement, Primegreen will perform with the care and expertise that can be reasonably expected from Primegreen. Primegreen is not liable for damage of whatever nature if it relied on inaccurate and/or incomplete data provided by Client, unless the inaccuracy or incompleteness should be known by Primegreen.
- 15.2 Primegreen's liability for damage suffered by Client as a result of the Agreement not being carried out on time, incomplete or incorrect manner, shall be limited to a maximum of twice the amount of the fee charged by Primegreen to Client for the execution of the Services or delivery of the Products in which the damage was caused, on the understanding that this shall relate only to the fee due for the last three months in which such Services were performed or the Products were delivered. However, the compensation payable by Primegreen to Client can never exceed the amount for which Primegreen's liability is insured, or a maximum of the amount for which the Agreement between Primegreen and Client has been concluded if such insurance does not provide coverage. The foregoing suffers exception in case of gross negligence on the part of Primegreen, in which case Primegreen can be held liable for an amount not exceeding 30,000 euros. For the purposes of this and subsequent provisions of this article, Primegreen shall be understood to include Primegreen's Employees, and third parties engaged by it in the execution of the Agreement.
- 15.3 Primegreen cannot be held liable for losses caused by Client's failure to meet the obligation to disclosure pursuant to article 21 or the fact that the information provided by Client is not in line with the provisions of article 4, unless those losses are the result of intentional act or omission on the part of Primegreen.
- 15.4 Primegreen cannot be held liable for losses or damages caused by Client's failure to use the Products according to the instructions provided by Primegreen or if Client does not use the Products for the intended purposes as described in the instructions provided by Primegreen.
- 15.5 Primegreen can only be liable for direct damage. Direct damage is defined as reasonable costs to establish the cause and extent of the damage as far as this assessment is related to damage intending these conditions, the reasonable costs to bring the items in compliance with these conditions, as far as these can be blamed on Primegreen and reasonable costs to prevent or limit damage, as long as Client can demonstrate that the costs have resulted in limiting the damage as intended in these conditions.
- 15.6 Primegreen shall never be liable for indirect damage in any way whatsoever relating to or caused by errors or defects in the performance rendered.
- 15.7 Neither can Primegreen be held liable for losses caused by acts or omissions of third parties engaged by Client during implementation of the order, unless those losses have been caused by intentional act or omission or causes on par with gross negligence on the part of Primegreen.
- 15.8 Primegreen is further always authorised to limit or reverse Client's loss, for which Client is obliged to cooperate in full.
- 15.9 Primegreen cannot under any circumstances be held liable for indirect losses, including consequential losses, loss of income, missed savings or losses caused by business stagnation. The above is subject to

exception in cases of intentional act or omission on part with gross negligence on the part of Primegreen in which Primegreen can be held liable for a maximum amount of 30.000 euros.

- 15.10 If Client fails to meet his obligations towards Primegreen then Client shall be liable for all damage (including costs) directly, or indirectly.

Article 16: Indemnification

- 16.1 Client indemnifies Primegreen from claims of third parties regarding intellectual property rights on materials or information issued to Client which are used during implementation of the Agreement. This applies to claims from third parties targeted at Primegreen directly or indirectly.
- 16.2 If Client provides Primegreen with information carriers, electronic files or software, etc., then Client guarantees that the information carriers, electronic files or software are free of viruses and defects.
- 16.3 Client indemnifies Primegreen against claims of third parties regarding damages related to or arising from the executed Agreement by Primegreen, if and insofar as Primegreen is not liable to Client in that respect by virtue of the provisions of article 15.

Article 17: Transfer of risk

- 17.1 The risk of the Products forming the subject of the Agreement, shall transfer to Client ex warehouse. Ex warehouse means, at the time the Products are ready for pickup from the warehouse or at the time the Products leave the warehouse. Primegreen can never be held liable for damage occurring to the Products during transport.
- 17.2 If any other Incoterm is agreed upon, this this incoterm shall prevail.

Article 18. Force Majeure

- 18.1 Primegreen does not have to meet its obligations if Primegreen cannot do so due to a non-attributable permanent failure (Force Majeure).
- 18.2 Primegreen is entitled to invoke Force Majeure if the circumstance preventing (further) compliance occurs after Primegreen should have met his obligation under the Agreement.
- 18.3 Parties can suspend their contractual obligations during the period of Force Majeure. If the period of Force Majeure lasts for longer than two months, each Party shall be entitled to dissolve the Agreement without being obliged to pay any compensation for damages to the other Party.
- 18.4 If Primegreen has already partly met or will partly meet his contractual obligations when the period of Force Majeure begins and independent value can be attached to the obligations complied with or to be complied with, then Primegreen reserves the right to separately charge for the obligations already complied with or to be complied with. Client is obliged to pay that charge as though it were a separate Agreement.

Article 19: Confidentiality

- 19.1 Parties are obliged to protect the confidentiality of all confidential information that they obtain from each other or from other sources in the context of the Agreement. Information is deemed to be confidential if the other party has been informed that is the case or if that is apparent from the nature of the information.
- 19.2 If Primegreen is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third parties designated by the law or the court with competent jurisdiction, and Primegreen is unable to invoke a right to privilege recognised or permitted by statute or by the court with competent jurisdiction, then Primegreen is not obliged to pay any compensation for damages or other compensation. In that case, Client is not entitled to end the Agreement on the ground of any damages caused.

Article 20: Disputes

- 20.1 In the absence of mandatory rules of law, the court of Rotterdam has exclusive competent jurisdiction.
- 20.2 The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.
- 20.3 In cases involving differences in interpretation between the original Dutch text of these general conditions and the English translation, the Dutch text takes preference and will be considered binding.

Article 21: Adjustments

21.1 Primegreen has the right to adjust these general terms and conditions. The adjusted provision(s) come(s) into force at the date indicated on the announcement. On the website of Primegreen a new version of the general terms and conditions can be read and downloaded after the moment of announcement.

Article 22: Applicable law

22.1 All Agreements concluded with Primegreen or commitments arising from these are exclusively subject to Dutch law.

Article 23: Source of the conditions

23.1 These conditions have been filed at the Chamber of Commerce in Rotterdam.

23.2 The most recently filed version or the version that was applicable at the time at which the Contract was formulated shall always be applicable.

Article 24. Correction clause trivialities

24.1 If any provision from these general terms and conditions or from the underlying order/agreement may completely or partially be void and/or invalid and/or not enforceable, this due to any legal regulation, court ruling or otherwise, this will not affect the validity of all other provisions of these general terms and conditions or the underlying order/Agreement.

24.2 If any provision from these general terms and conditions or from the underlying order/agreement may not be valid for a reason as meant in the previous paragraph but could be valid if it would have a more limited range or scope, this provision – for the time being – will automatically apply with the most reaching or extensive limited scope or meaning for or in which it is valid.

24.3 Without prejudice to the provision in paragraph 2 parties can consult with each other, if desired, to replace the void or annulled provisions with new provisions. Whereby these new provisions will relate to the purpose and scope of the void or annulled provisions, as much as possible.