

General Terms and Conditions of Harvist BV

1. Definitions

- a. **Harvist** : HARVIST BV the legal entity according to Dutch Law, residing at 6176 BD Spaubeek, Musschenberg 16, Nederland and registered at the Chamber of Commerce in Maastricht under the number 61914029; HARVIST BV is hereinafter also abbreviated as: "HARVIST".
- b. **Customer**: Any potential or existing buyer of the services of HARVIST.
- c. **Products**: All creations that are made and brought on the market by third parties and that are bought by HARVIST and then resold to Customers, whether or not changed, adjusted, completed, finished or adapted by HARVIST
- d. **Service(s)**: All services delivered by HARVIST in the field of supply chain management in its largest sense and more particular in the changing, adjusting, completion, finishing or adaptation of the abovementioned (see under c) products, as seen on www.supplychainvaluators.com, www.harvist.nl but not limited to the Services mentioned therein.
- e. **Offer**: Any proposal of Services aimed specifically at pricing, to be delivered by HARVIST to the specific Customer, whether given in paper or electronically.

2. Applicability

These general terms and conditions apply to all offers and agreements whereby HARVIST is offering to provide or provides Services to the Customer unless explicitly agreed otherwise between parties. Any purchasing terms and conditions or other terms and conditions of the Customer are not applicable, unless these are agreed in writing by HARVIST.

3. Nature of offer or agreement

Any Offer or agreement of Services between Customer and HARVIST is in its nature a best efforts obligation and will never be an obligation of result, unless this is explicitly agreed in writing.

4. Offers

- a. All Offers of HARVIST are valid for four weeks as of its date or the sending thereof.
- b. Proposals and Offers of HARVIST, including all corresponding documentation and demonstration programs made available by HARVIST are the property of HARVIST. They may not be copied, nor made available to third parties by Customer without the written permission of HARVIST.

5. Duration of contract and extension

- a. Each agreement is entered into for the duration mentioned in the agreement.
- b. The agreement ends at the expiration of the duration as referred to in the agreement, without requiring any notice of termination from either party, unless this is explicitly agreed in writing.
- c. If Customer wishes to extend the duration of the agreement, Customer must inform HARVIST thereof in writing at least one month before the expiration of the agreement, in which case the agreement can be extended subject to the approval of HARVIST. The extension of the agreement shall be confirmed in writing.

6. Performance

- a. HARVIST shall perform the Services to be provided with due care in accordance with the arrangements and procedures as laid down in writing in the agreement with customer. HARVIST provides a suitable consultant based on the qualifications required for the Service or Services. If desired or necessary, HARVIST is entitled to engage a third party.
- b. If Customer is not satisfied with the quality of the Services provided, HARVIST should be informed thereof in writing as soon as possible, but no later than 14 days after it has been established. At that time, it will be decided, in consultation with Customer, how and under what conditions rectification or substitution will be arranged.
- c. HARVIST is not under any obligation to follow directions from Customer that change or supplement the content or scope of the Services agreed upon; should, however, these directions be followed, Customer should inform HARVIST thereof in writing and the activities in question will be invoiced additionally in accordance with the HARVIST -rates.
- d. Should the agreement be entered into with a view to execution by a consultant referred to by name, HARVIST can always substitute this person by one or more persons with the same qualifications. Substitution of, and the conditions under which, will take place in mutual agreement. In the event that Customer refuses the offered substitute with equal qualifications, HARVIST reserves the right to terminate the agreement.

7. Fees

- a. The services provided to Customer will be invoiced in accordance with the fees mentioned in the agreement. All mentioned rates and prices are exclusive of travel costs, travel time, other fees as well as value added tax (BTW) or other levies possibly imposed by the government.
- b. Should invoicing take place in accordance with subsequent costing, HARVIST may adjust the fees stated in the Agreement subject to 30 days' notice in writing, unless otherwise agreed. In case of an increase, Customer may terminate the Agreement in writing within two weeks of the notification. Should Customer fail to do so, the increase becomes effective. HARVIST shall not be obliged to fulfil the Agreement in case of termination for this reason, nor be held liable for any consequences of the termination.
- c. In the event that Customer terminates the Services, for whatever reason, before completion of the agreed assignment, Customer will owe HARVIST remuneration for all Services performed by HARVIST until that moment and all additional costs. HARVIST also has the right to invoice Customer for any days and Services already agreed upon or planned.
- d. Agreements that already have been concluded, for which invoicing takes place on the basis of subsequent costing, may be cancelled in writing by customer without charge no later than 7 working days before actual commencement. In the event that the Agreement and/or planned days are cancelled within the 7th working day term, HARVIST will charge Customer in full for the agreed planned days and Services. The date on which HARVIST receives the written cancellation is decisive for the criterion of 7 working days.

8. Additional work and Changes

If HARVIST has to perform Services that fall outside the agreed Services, at the request of or with the prior approval of Customer, Customer shall pay HARVIST for these services according to the standard HARVIST -rates. However, HARVIST is not obliged to comply with such a request and may require that a separate written agreement be concluded in this respect.

9. Invoice and Payment

- a. Customer shall pay all invoices within 30 days of the date of invoice. Payment will take place without any set-off or suspension for any reason whatsoever, except where it is decided by judgment of a court that Customer has grounds for having a counterclaim capable of being set-off or a reason for suspension. In the event that Customer does not agree with a HARVIST - invoice, this should be communicated by Customer in writing at the latest before the invoice due date.
- b. Should Customer fail to pay the amounts due within the agreed period, Customer shall owe 1% interest per month on the outstanding amount, without any notice of default being required. If after notice of default Customer still fails to pay, the debt may be given to a third party for collection in which case, in addition to the total payable amount, Customer shall also be obliged to pay extra-judicial collection charges, including attorney's fees, amounting to no less than 15% of the total amount.
- c. If Customer has been granted a moratorium on payments, provisionally or otherwise, or in the event that the evaluation of Customer's creditworthiness gives rise to this, HARVIST may require Customer to furnish adequate security, in default of which HARVIST may suspend the execution of the agreement.

10. Termination

- a. Either party has the possibility to dissolve the agreement only if the other party fails imputably to fulfil the fundamental obligations pursuant to the agreement after having been given proper and detailed notice of default with a reasonable term to cure the breach.
- b. HARVIST may terminate the agreement in full or in part by written notice, without notice of default or judicial intervention, with immediate effect in the event that Customer is granted a moratorium on payments, provisionally or otherwise, if bankruptcy proceedings have been instituted against Customer or if its company is wound up or liquidated. Harvist Solutions shall not be liable for any damages due to this termination.
- c. Should Customer at the time of dissolution as referred to in section a. or in case of termination, already have received Services for the execution of the agreement, these Services provided and any corresponding payment obligations will not be subject to nullification. Any amounts invoiced by HARVIST before a dissolution or termination with regard to what has already been provided or delivered for the execution of the agreement, will remain payable in full and become immediately due and payable at the moment of dissolution or termination.

11. Co-operation

- a. Customer will co-operate in the execution of the agreement, and shall undertake all useful and necessary actions on time and provide data, information, including access or temporary access to the necessary data records and Customer experts and furthermore provide in a timely way all co-operation reasonably needed by HARVIST for the execution of the Agreement.
- b. If the information necessary for the execution of the agreement is not made available to HARVIST, or not made available on time or in accordance with the agreement, or if customer does not fulfil its obligations in any other way, this could affect the planned time of completion of the agreed Services and the corresponding costs. In any case, HARVIST has the right to suspend the execution of the agreement and may charge the resulting costs and any idle time according to its standard rates.
- c. All terms and delivery dates, objectives and/or estimates mentioned by HARVIST in the offer and/or agreement or elsewhere have been determined to the best of its knowledge as non-binding estimates, based on data known to HARVIST at the time of the issue of the offer or conclusion of the agreement. If any term is exceeded or if objectives cannot be met, HARVIST and Customer will consult as soon as possible, but ultimately within 5 days. HARVIST has the right to adjust the rates and conditions in either case if it is not to blame.
- d. Customer and HARVIST shall each designate a contact person and include them in the agreement. The contact persons will be responsible for a smooth and satisfactory co-operation between customer and HARVIST as well as for effective internal co-ordination in their own organisation.
- e. Customer shall provide HARVIST with the necessary facilities and authorisations, such as adequate working space and the necessary materials, including equipment, programming, telephone- and computer in a timely way, so that they may properly render their Services.
- f. Customer shall provide the HARVIST consultants with access to the site where the Services are to be rendered, and enable these employees to perform their Services under Customer's normal and agreed working conditions.
- g. The HARVIST consultants will observe the current norms and house rules of Customer.

12. Liability

- a. Should HARVIST, after proper written notice of default, repeatedly or to a considerable degree fail to meet its obligations, HARVIST' liability shall be limited to those extra costs incurred by Customer which are the direct result of the breach of contract attributable to HARVIST. HARVIST' aggregate liability per agreement, however, shall be limited to the total amount, excluding value added tax (BTW), and paid to HARVIST by Customer for Services rendered, with a maximum of € 50,000. The maximum liability will be reduced by any credits granted by HARVIST.
- b. Any further liability of HARVIST for damages suffered by Customer is excluded, irrespective of the way any legal action is instituted, be it for breach of contract, tort or otherwise. Harvist Solutions is in no event liable for damages caused by late delivery or late performance of Services. Any liability of Harvist Solutions for business damages, indirect or other consequential damages including loss of profits, loss of anticipated savings or loss of data is expressly excluded.

13. General

- a. Both parties shall treat and keep all information received from the other party as confidential and secret.
- b. Copyright with respect to any, documentation, software, modifications, enhancements or other materials such as analyses, designs, documentation, reports as well as preparatory material developed or made available under the terms of the agreement, will be held exclusively by HARVIST, unless otherwise agreed in writing.
- c. Should parties amend or supplement the agreement concluded between them in any way, this must be done in writing.
- d. HARVIST is not obliged to fulfil any obligations if this is not reasonably possible due to circumstances beyond its control, such as fires, floods, strike, labour unrest, sickness, government measures, late or non-delivery by suppliers of HARVIST, or any other

cause beyond its control.

e. All agreements between HARVIST and Customer are governed by Dutch law.

f. In case of any dispute, parties will try to reach an amicable solution. If this cannot be reached, the dispute will be decided by the competent court in Maastricht.