



GENERAL TERMS & CONDITIONS OF METEOR SYSTEMS B.V. AND/OR ITS AFFILIATED COMPANIES FOR ON-SITE PRODUCTION

Supplementary to Orgalime S2012 terms and conditions.

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INTRODUCTORY PROVISIONS

1. Unless agreed otherwise In Writing, these general terms & conditions for On-site Production by Meteor Systems B.V. and/or its affiliated companies shall apply in addition to the Orgalime S2012 general conditions for the supply of mechanical, electrical and electronic products of March 2012 (hereinafter referred to as Orgalime S2012). Any change or deviation therefrom must be agreed In Writing.
2. If the Purchaser resells the Products and the Supplier has to execute the On-site Production at the location of the end customer, the Purchaser shall guarantee that the end customer will fulfil all of the Purchaser's obligations and responsibilities for the execution of work for On-site Production in accordance with these 'General Terms & Conditions of Meteor Systems BV and/or its affiliated companies for On-site Production'. The Purchaser shall impose the relevant provisions from these conditions on the end customer and shall be fully responsible for the end customer's compliance with these provisions.

DEFINITIONS

3. In these General Terms and Conditions, the following terms have the following meaning:
 - 'Contract': the Written agreement between the parties with regard to On-site Production and all appendices, including amendments and additions to the aforementioned documents agreed In Writing;
 - 'Site': the location where the Products have to be produced, including the space required for unloading, storage and local transport of the production resources;
 - 'On Site Production terms and conditions': these General Terms and Conditions of Meteor Systems B.V. and/or its affiliated companies for On-site Production;
 - 'the Product' or 'the Products': the gutters to be produced by the Supplier on-site in accordance with the Contract;
 - 'Purchase Price': the payment due for On-site Production;
 - 'On-site Production': production at the location of the Products and all other work to be performed by the Supplier in accordance with the Contract.

If the Products are purchased in several parts in accordance with the Contract, and these parts are intended to be used independently of each other, these terms and conditions shall apply to each individual part.

4. These On-site Production terms and conditions shall apply in addition to the Orgalime S2012 conditions.
Unless stated otherwise, references to articles relate to the relevant articles in these On-site Production terms and conditions.
In case of differences between the Orgalime S2012 conditions and the On-site Production terms and conditions, the latter terms and conditions shall prevail.

PRODUCT INFORMATION

5. The following provision is supplementary to art. 3 of the Orgalime S2012 conditions:
 - The maximum load of a cultivation or lifting system or any other construction specified in product information, as well as all associated suspension and fixing systems and supports, should be considered as a weight load that can only be carried under normal conditions of use.

Depending on the length of the gutters, bending may occur; the Supplier applies a margin of 0.2% on the bending per 100 linear metres.

DRAWINGS AND TECHNICAL INFORMATION

6. Supplementary to art. 4, first paragraph, of the Orgalime S2012 conditions, models, tools and production resources, including the mobile rolling machine, which will be made available by the Supplier or used for On-site Production shall remain the property of the Supplier.

ARRANGEMENTS/PROVISIONS/CONDITIONS FOR ON-SITE PRODUCTION

7. The Purchaser shall perform timely preparatory work for its own account and risk to ensure that all conditions are met to facilitate on-site production and the proper functioning of Products.
8. If the Parties have agreed that the Supplier will produce the Products on site using a mobile rolling machine, the following shall apply:
 - a. the Supplier shall make its mobile rolling machine for gutters available at the Site;
 - b. the Supplier shall make its rolling machine operator(s) available at the Site.

The Purchaser shall, without prejudice to the provisions of art. 7, fulfil the following obligations at its own account and risk:

- c. the Purchaser shall provide sufficient personnel to unload the materials at the time of delivery at the Site;
- d. the Purchaser's personnel shall, at the Supplier's request, assist the rolling machine operators with executing the On-site Production, including connecting the steel roller to the next new steel roller. The Purchaser's personnel shall assemble the Products and install them in the suspension/support system.

With respect to provisions c and d, the Supplier shall not be liable for the personnel made available by the Purchaser or for any acts or omissions of the persons involved;

- e. The Purchaser shall, at its own expense, make a 5-pole wall socket available within 100 metres of the planned location for the rolling machine. This 5-pole wall socket must be protected with a 32 Amp circuit breaker and must be installed in accordance with applicable national and local electronics standards. If the Purchaser cannot provide for this, it shall, at its own expense, supply a generator with sufficient power;
- f. the Purchaser shall ensure that upon commencement of and during the On-site Production, any products sent are present at the right place, and that a finished, installed suspension/support system is already available;
- g. the Purchaser shall ensure that a forklift truck with a minimum lifting capacity of 3000 kg is available to lift the rollers into the rolling machine;

- h. the Purchaser shall provide a clear path with minimum obstacles of at least three metres for the placement of the rolling machine, preferably a hardened concrete path;
 - i. the Purchaser is responsible for chopping/breaking/digging and demolition work, punching holes or making connections, if such work is required for On-site Production;
 - j. the Purchaser shall ensure a stable surface;
 - k. the Purchaser shall guarantee the soundness of the structures and working methods it prescribes.
 - l. the Purchaser is responsible for damages to pipe and cable systems that have not been reported to the Supplier in advance;
 - m. the Purchaser is responsible for a properly designed and maintained slope for drainage gutters for the efficient drainage of drain water;
9. Furthermore, the Purchaser shall, at its own expense and risk:
- a. ensure that the Supplier's personnel can start the work according to the agreed time schedule and work during normal working hours. Insofar as the Supplier deems it necessary, work may also be performed outside normal working hours, provided the Purchaser has been notified of this In Writing within a reasonable period of time;
 - b. inform the Supplier In Writing and in good time before the start of On-site Production about all relevant safety regulations applicable at the Site. On-site Production shall not be carried out in an unhealthy or unsafe environment. Before the start of production, all necessary safety and precautionary measures shall be taken and these shall be maintained during the On-site Production;
 - c. ensure that suitable accommodation and all facilities required in accordance with government regulations, the Contract and the use are available for the Supplier's employees;
 - d. make all necessary and usual auxiliary equipment, tools, machines and operating materials (including fuels, oils, greases and other items, cleaning and other small material, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing equipment that is normally used by the Purchaser available to the Supplier at the correct place at the Site free of charge and on time;
 - e. provide the Supplier with sufficient lockable storage space with a minimum temperature of plus 10 degrees Celsius for protection against drought, frost, fire, theft and damage to the Products, the tools and equipment intended for production, and the production resources, including the mobile rolling machine, and the personal property belonging to the Supplier's personnel;
10. If requested by the Supplier, the Purchaser shall provide all necessary assistance for the import and re-export of the Supplier's equipment, production resources (including the mobile rolling machine) and tools, including assistance with customs formalities. The assistance itself shall be provided free of charge.
11. The Purchaser shall provide all necessary assistance to ensure that the Supplier's personnel obtain timely visas and other official entry, exit and work permits and (if necessary) mandatory tax documentation applicable in the Purchaser's country, as well as access to the Site. The assistance itself shall be provided free of charge.
12. Each party shall appoint a representative to act on its behalf during the On-site Production.
The representatives shall be present on or near the Site during working hours. Unless specified otherwise in the Contract, each representative shall be authorised to act on behalf of the relevant party in all matters relating to On-site Production. If the general terms and conditions applicable between the parties require that a Written notification be made, the representative is at all times authorised to receive such notification on behalf of the party concerned.

DEFAULT ON THE PART OF THE PURCHASER

13. If the Purchaser expects that it will not be able to meet its obligations with respect to the On-site Production on time, as stated in the article 'Arrangements/facilities/conditions for On-site Production', the Purchaser shall inform the Supplier immediately In Writing, stating the reasons and, if possible, the date on which it shall be able to perform its obligations.
14. Without prejudice to the Supplier's rights under art. 15, if the Purchaser fails to fulfil its obligations correctly and on time for executing On-site Production, as stated in the article 'Arrangements/facilities/conditions for On-site Production', the following shall apply:
- a. The Supplier may, if desired, choose to perform the Purchaser's obligations itself or have them performed by a third party, or take other measures that are appropriate under the circumstances to prevent or limit the consequences of the Purchaser's default.
 - b. The Supplier may suspend the performance of the Contract in whole or in part. It shall inform the Purchaser immediately of this suspension In Writing.
 - c. If the mobile rolling machine and tools, machinery, materials etc. required for On-site Production have not yet been delivered to the Site, the Supplier shall arrange for the storage thereof, such as at the Purchaser's risk. If the Purchaser so wishes, the Supplier shall also arrange insurance to this end.
 - d. The Purchaser shall pay each part of the Purchase Price that would have been payable if it had not been in default.
 - e. The Purchaser shall reimburse the Supplier for all costs reasonably incurred by the Supplier as a result of the measures referred to under a), b) or c) of this article.
15. If delivery is prevented by the Purchaser's default, as referred to in art. 14, and this is not a consequence of Force Majeure, the Supplier may give the Purchaser Written notice requiring it to cure its default within a final reasonable period.
If the Purchaser does not cure its default within this period and the reason for not doing so is not attributable to the Supplier, the Supplier may terminate the Contract in whole or in part by Written Notice. The Supplier shall then be entitled to compensation for the loss it suffers as a result of the Purchaser's default, including any consequential and indirect loss. The compensation shall not be higher than that part of the Purchase Price that relates to the part of the On-site Production for which the Contract is terminated.

LOCAL LAWS AND REGULATIONS

16. The Supplier shall ensure that On-site Production is executed and is in accordance with the laws, regulations and rules that apply to On-site Production. If required, the Purchaser shall provide the Supplier with the necessary information regarding these laws, regulations and rules In Writing.
17. The Supplier shall perform all variation work that is necessary to comply with changes in the laws, regulations and rules, as referred to in art. 16, or in the generally accepted explanation thereof, that occur between the offer date and the delivery. The additional costs and other consequences of these variations shall be for the account of the Purchaser, including the variation work.
18. If the parties cannot come to an agreement on the additional costs and other consequences of changes in the laws, regulations and rules, as referred to in art. 16, the variation work shall be reimbursed to the Supplier based on actual costs.

VARIATIONS

19. Any variation requests from the Purchaser shall be submitted to the Supplier In Writing and contain an accurate description of the variation.
20. As soon as possible after receipt of a variation request or after an own variation proposal, the Supplier shall inform the Purchaser In Writing whether and how the variation can be implemented, stating the consequences for the Purchase Price, the delivery time and other contract conditions.
The Supplier shall also give such notice to the Purchaser when variations are required as a result of changes in laws, regulations and rules, as referred to in art. 16.
21. If delivery of the on-site Products is delayed by a dispute between the parties about the consequences of variations, the Purchaser shall pay that part of the Purchase Price that would have been due if delivery had not been delayed.
22. Subject to the application of art. 17, the Supplier is not obliged to execute variations requested by the Purchaser as long as the parties have not come to an agreement on the consequences of the variations for the Purchase Price, the delivery period and other contract conditions.

PASSING OF THE RISK

23. The risk of loss or damage to the Products shall pass to the Purchaser under application of the agreed trading term, which is explained in accordance with the Incoterms® applicable on the day of the conclusion of the Contract. If no specific trading term has been agreed, delivery of the Products shall be effected 'Free Carrier' (FCA) at the location specified by the Supplier.
24. Insofar as the risk is not covered by art. 23, all materials, as soon as they have been delivered to or near the Site at the agreed place of unloading, shall be at the Purchaser's risk. The Purchaser shall therefore be liable for all damage caused after the supply of the materials such as drought, frost, fire, theft and damage. The Purchaser must take out adequate insurance against the aforementioned risk, stating the Purchaser as a 'loss payee' until the Purchase Price has been paid in full.
During the execution of On-site Production, the risk for the produced Products shall be at the Purchaser's risk. Unless agreed otherwise in writing, the Purchaser shall take out the usual insurance policies for this immediately upon commencement of On-site Production and, at the Purchaser's first request, allow the Purchaser to inspect the policy conditions.

DELIVERY

25. The Products shall be delivered as soon as the last gutter has been produced and the delivery note has been signed by the Purchaser. If the delivery note is not signed by the Purchaser, delivery of the Products shall be deemed to have taken place as soon as the Supplier provides the Purchaser with a Written notification that the Products have been delivered after On-site Production, provided that the Products are in keeping with the delivery requirements applicable under the Contract.
Minor shortcomings that do not affect the proper functioning of the Products (including the circumstance that not all materials have been delivered yet) shall not impede delivery.
The Supplier's obligation to produce on-site has been complied with if the Products are delivered under the terms of art. 25, without prejudice to its obligation to remedy any minor shortcomings.
26. The Purchaser is not authorised to use the Products before delivery. If the Purchaser does so, without Written permission from the Supplier, the Products shall be deemed to have been delivered.

27. The periods specified in art. 35 commence as soon as the Products have been delivered in accordance with art. 25 or 26.

DELAY ON THE PART OF THE SUPPLIER

28. In the case of On-site Production, articles 11 to 18 of the Orgalime S2012 conditions are amended as follows:
 - a. Where reference is made to 'delivery', this should be construed as 'completion'. Therefore:
'delivery period' is construed as 'completion period';
'delivery date' is construed as 'completion date',
'delivery' is construed as 'completion' and 'delivers' is construed as 'completes'
 - b. Art. 13 of the Orgalime S2012 conditions is amended to include that the Supplier is authorised to extend the period for (completion) delivery if a delay occurs:
 - due to variation work in accordance with art. 17, or
 - due to variation work in accordance with art. 19 to 22, or
 - suspension in accordance with art. 14, or
 - due to abnormal and/or unfavourable weather conditions (such as rain, hail, whirlwind, frost, snow, black ice, fog or storm) or unworkable soil conditions at the Site, or
 - because necessary (imported or to be imported) tools, production resources (such as the mobile rolling machine), auxiliary equipment, auxiliary and operating materials are not delivered to the Site in time for the execution of On-site Production.

This extension shall, taking into account all relevant circumstances, be for as long as is necessary. This provision applies both if the cause of the delay occurs before and if it only occurs after the agreed date of completion.

- c. Art. 14 up to and including art. 16 of the S2012 conditions shall apply if On-site Production is not completed at the time agreed for completion.
29. Article 19, second paragraph of the S2012 Conditions Orgalime Conditions is replaced by the following provisions for On-site Production:
Unless agreed otherwise, the Purchase Price shall not include the costs of special types of packaging and dispatch (including dispatch to multiple addresses), the costs of import and excise duties, travel and accommodation costs, as well as all levies or taxes imposed or levied with respect to any performance.
Unless agreed otherwise, the Purchase Price shall be paid as follows:
 - 30% upon entering into the Contract;
 - 60% before shipment of the materials;
 - 10% after completion of On-site Production.If the shipment of the materials is delayed due to the Purchaser's failure to pay on time, the Purchaser shall also pay storage costs amounting to 1% of the total agreed price per month, without prejudice to the provisions of 21 of the Orgalime S2012 conditions. These costs shall be paid monthly.

In the event that the Contract for On-site Production is concluded by the Purchaser subject to a suspensory or resolutely condition that the required financing and/or the required permits can be obtained, if the Purchaser demonstrates that it does not have the required financing and/or permits within 18 months after the conclusion of the Contract, the parties shall do everything that can reasonably be expected of them to perform the Contract, modified to the available finances and/or to the limitations of the permit to be granted.

30. All costs that could not reasonably have been foreseen by the Supplier and are caused by circumstances not attributable to the Supplier (including costs related to customs formalities) shall be charged to the Purchaser,
31. In the event of a delay in On-site Production due to a cause attributable to the Purchaser, the Purchaser shall indemnify the Supplier for any additional costs arising from this, such as but not limited to:
- waiting time and time for extra trips;
 - costs and additional work as a result of the delay, including removal, safeguarding and setting up production resources;
 - additional costs, including costs arising because the Supplier's machinery and equipment has to be on the Site longer than expected;
 - additional travel and accommodation costs for the Supplier's personnel;
 - additional costs for financing and insurance;
 - other substantiated costs incurred by the Supplier as a result of changes in the production schedule.

If these costs are time-related, they shall be charged at the usual rates charged by the Supplier.

RETENTION OF TITLE

Art. 22 of the Orgalime S2012 conditions is replaced by the following provision:

32. The Products shall remain the property of the Supplier until payment has been made in full, including payment for production, insofar as this retention of title is valid in accordance with the relevant law. Only materials of normal marketable quality shall be used for On-site Production. All materials or residues thereof left over from the On-site Production are the property of the Supplier and may be removed from the Site by the Supplier.
33. At the request of the Supplier, the Purchaser shall cooperate in taking measures to protect the Supplier's right of ownership with regard to the Products and the materials and remnants left over from the On-site Production. The retention of title does not affect the passing of risk under art. 23 and 24.

LIABILITY FOR DEFECTS

34. Art. 26 of the Orgalime S2012 is amended to include: "The Supplier's liability shall also not include defects that occur in or are wholly or partly the result of:
- galvanized materials;
 - chemicals that are harmful to coated materials, such as sulfur;
 - mechanical damage;
 - parts obtained by the Supplier from third parties, insofar as the third party has/does not provide(d) a guarantee to the Supplier or the guarantee provided by the third party has expired".
35. Art. 27 of the Orgalime S2012 conditions is amended as follows: "The liability of the Supplier is limited to defects in the Products occurring within one year after delivery."

Contrary to the period stated in the previous provision, the following periods shall apply to the following components:

- for steel gutters with MS-35 coating, an expiring period of six (6) years after delivery applies on the understanding that this period will in any case end if six (6) years and 6 months have passed since the date of delivery of the materials;
- for steel gutters with a MS-55 coating an expiring period of nine (9) years after delivery applies on the understanding that this period will in any case end if nine (9) years and 6 months have passed since the date of delivery of the materials.

Art. 28 of the Orgalime S2012 conditions regarding the extension of periods does not apply to these parts.

Expiring periods means that the costs for repair or replacement for the Supplier expire linearly to nil at the end of said periods.

The aforementioned periods for the steel gutters with a MS coating only apply if there is detachment, flaking, blister formation, crack formation and/or corrosion of the coating and this affects the functioning of the cultivation system.

The above-mentioned periods on the steel gutters with a MS coating expire if the coating is exposed to chemicals with a PH value lower than three (3) or higher than ten (10) and/or other chemicals that are harmful to the coating.

With respect to other components of the cultivation system, such as the suspension, fixing and support materials, no longer warranty period applies on the coating.

36. Art. 30 of the Orgalime S2012 conditions is amended to include: "For repairs at the Site, art. 7 to 11, 23 and 24 of the On-site Production conditions apply mutatis mutandis".
37. Art. 33 of the Orgalime S2012 conditions is amended as follows: "Unless agreed otherwise, the Purchaser shall bear the additional costs incurred by the Supplier in remedying the defect because the Products are located at a different place than the Site."
38. Art. 39 of the Orgalime S2012 is amended to include: "Consequential damage also includes the inability to grow on the cultivation system or cultivation areas (on time), damage to crops, immaterial damage, environmental damage or damage caused by the release of harmful vapours or gases from raw materials, additives, coating or varnish with which the Products are treated or manufactured."

LIABILITY FOR DAMAGE CAUSED BY THE WORK

39. Art. 40, first sentence of the Orgalime S2012 conditions is amended as follows: "The Supplier shall not be liable for any damage to property caused by any Product after On-site Production that arises while the Product is in the Purchaser's possession."

FORCE MAJEURE

40. Art. 41 of the Orgalime S2012 specified circumstances that result in Force Majeure is amended in favour of the Supplier to include: "danger of war, transport difficulties and import restrictions (including customs formalities), government measures (including negative travel advice), religious holidays and abnormal weather conditions".

TUNNEL GREENHOUSES

41. If On-site Production also includes the construction of tunnel greenhouses, the following additional provisions shall apply:
- Prices
 - The prices shall not include the costs of customs brokers, import and export costs of production resources and auxiliary and operating materials, such as poured concrete, PVC rainwater drainage pipes, electrical installation costs, earthworks, removal of construction waste, driven piles or friction piles, supplies or work that are not specifically mentioned in the offer.
 - The Supplier shall offer the possibility of supervision during the build-up on the basis of actual costs at a rate and conditions to be agreed later.
 - Any re-tightening of the film shall be at the Purchaser's expense.
 - Site

- The Purchaser shall ensure that the Site is a freely accessible site, flat crosswise and lengthwise under the same slope as required for the greenhouse. The construction of the tunnel greenhouses shall be effected in accordance with AAK's guidelines
 - a forklift truck is present to transport the materials;
 - all bends, brackets and shores are secured by means of the supplied self-drilling screws, if the Purchaser performs these activities.
- c. Liability for defects
- The liability for defects in the film shall be subject to the terms and conditions of the supplier of the film with due observance of the provisions of art. 34 of these On-site Production terms and conditions.