

GENERAL TERMS AND CONDITIONS

of the private limited company **AGROVISION B.V.** having its registered office in Deventer, filed on 22 December 2010 at Enschede under number 38018161.

A. GENERAL

Article 1: Applicability

- 1.1 These terms and conditions apply to every offer and every agreement between Agrovision B.V. (hereinafter: Agrovision) and another party (hereinafter: the client), insofar as the parties have not deviated from these terms and conditions in writing. Unless otherwise agreed in writing, Agrovision does not accept the client's general terms and conditions.
- 1.2 The client cannot derive any rights for future agreements with Agrovision from any agreed deviations from these terms and conditions in previous agreements.

Article 2: Offers and formation of agreements

- 2.1 Offers submitted by Agrovision are not binding and do not obligate Agrovision to enter into an agreement. Unless otherwise indicated, offers are valid for 30 days. Agrovision is only bound by offers if the acceptance thereof is confirmed, in writing, by the client and Agrovision or if Agrovision commences with the actual performance of the agreement. An agreement with Agrovision moreover only comes into effect after Agrovision confirms it in writing.
- 2.2 Agrovision is not bound by the content of its website, brochures, printed material, etc., unless that content is expressly referred to in the agreement. Every new quotation by Agrovision invalidates the previous quotation.

Article 3: Performance of the agreement

- 3.1 Agrovision must perform the agreement to the best of its knowledge and ability and in accordance with high standards.
- 3.2 Agrovision may arrange for the agreement to be performed by third parties under its responsibility. The applicability of Sections 404 and 407(2), Book 7 of the Dutch Civil Code is excluded.
- 3.3 The client must ensure, at its own expense, that all items and data which Agrovision indicates are necessary, or which the client ought to reasonably appreciate will be necessary for the performance of the agreement, are provided to Agrovision in due time. If the items and data needed for the performance of the agreement are not provided to Agrovision in due time, it will be entitled not to commence with or to suspend the performance of the agreement and/or to charge the client for the additional costs arising from the delay at normal rates.
- 3.4 Agrovision is not liable for damage, of any nature, which arises because it relied on inaccurate and/or incomplete data provided by the client.

Article 4: Delivery and delivery date

- 4.1 Unless otherwise agreed, delivery will take place Ex-Works, which means the Agrovision's business site.
- 4.2 The client is obliged to take possession of the purchased items when these are made available or delivered to client in accordance with the agreement. If the client refuses to take possession or fails to provide information or instructions that are necessary for delivery, the items will be stored at the client's risk. The client will then be liable for all additional costs, including storage costs in any case.
- 4.3 Unless expressly agreed otherwise, an agreed delivery date is not a strict deadline. In case of late delivery, the client must therefore give Agrovision written notice of default.
- 4.4 The delivery period only commences once the client has provided all details which Agrovision has indicated are necessary or which the client ought to reasonably appreciate are necessary for the performance of the agreement to Agrovision.
- 4.5 If alterations to the order placed with Agrovision result in additional time being needed for the performance of the agreement, the delivery date will be extended by that additional necessary time.
- 4.6 If there is a risk that any deadline will not be met, Agrovision and the client must consult with each other in this regard as soon as possible.
- 4.7 Agrovision may make partial deliveries of sold items. In case of partial deliveries, Agrovision will be entitled to invoice each partial delivery separately.

Article 5: Price, payment and collection costs

- 5.1 Unless otherwise agreed in writing, all prices exclude VAT and other government-imposed levies.
- 5.2 Unless otherwise agreed in writing, payment by legal tender must be made within 14 days of the invoice date at Agrovision's offices or by transferring the amount due to Agrovision's bank account. If payment is not made in full within 14 days of the invoice date, the client will be in default. From the moment that the client is in default of payment, it will be liable to pay interest on the due amount at the statutory rate that applies to the relationship between Agrovision and the client.
- 5.3 Payment must be made without any discounts or set off.
- 5.4 Payments made by the client are always allocated firstly to the payment of all due interest and costs and secondly to the longest overdue invoices, even if the client states that the payment relates to a later invoice.
- 5.5 If more than one client places an order with Agrovision, all these clients will be jointly and severally liable towards Agrovision for the fulfilment of the obligations arising from that order.
- 5.6 If Agrovision take steps to collect against a defaulting client, the collection costs, subject to a minimum of 10% of the outstanding amount, will be payable by the client.
- 5.7 The client will be liable towards Agrovision for the legal costs that Agrovision has incurred in all instances, unless these are unreasonably high. This will only apply if Agrovision and the client litigate in relation to an agreement to which these general terms and conditions apply and a judgment which rules against the client completely or for the most part becomes final and binding.
- 5.8 Agrovision may request security or further security for the fulfilment of the obligations under the agreement when the agreement is entered into or thereafter. If the client fails to provide the requested security, or further security, Agrovision will be entitled to suspend the performance of the agreement and/or to terminate the agreement in whole or in part.

Article 6: Retention of title and right of recovery

- 6.1 If and insofar as an agreement serves to transfer ownership of an item, Agrovision – notwithstanding its other rights under the agreement or by law – will in each case remain the owner of all items delivered or to be delivered by it under any agreement until the client has completely fulfilled its obligation(s) in relation to all these items. If Agrovision has provided or must provide services under this/these agreement(s), the items referred to in the previous sentence will remain the property of Agrovision until the client has also settled Agrovision's claims with regard to the relevant services in that regard. The retention of title also applies to claims that Agrovision obtains against the client due to the client's breach of such agreements.
- 6.2 Items delivered by Agrovision, which fall under the retention of title, may only be resold in the normal course of business. If the client is declared bankrupt, placed in liquidation or given a moratorium on the payment of its debts, reselling in the normal course of business will not be permitted. The client is moreover not entitled to pledge or establish any other right on the items.

- 6.3 Agrovision hereby reserves the rights of pledge referred to in Section 237, Book 3 of the Dutch Civil Code on delivered items that may have passed in ownership to the client by means of payment and which are still in the client's possession, as further security for claims that it may have against the client for any reason. The right referred to in this paragraph also applies to items delivered by Agrovision that have been adapted or processed by the client, resulting in the loss of Agrovision's retention of title.
- 6.4 If the client does not comply with its obligations or there is valid reason to fear that it will not do so, Agrovision will be entitled to remove or arrange for the removal of the delivered items that are subject to retention of title from the client, or from third parties that hold the items on the client's behalf. The client is obliged to cooperate fully in this regard, failing which a penalty of 10% of the amount owing by the client per day will be imposed.
- 6.5 If third parties wish to establish or enforce any right to the items delivered subject to the retention of title, the client will be obliged to advise Agrovision thereof as soon as possible.
- 6.6 Rights are always granted or, where applicable, assigned by Agrovision to the client on condition that the client punctually and completely fulfils its obligations under the agreement, including payment of the agreed amounts.

Article 7: Confidentiality

Except where prevailing statutory obligations apply to them, both parties are bound not to disclose any confidential information that they have obtained from each other or another source in relation to the agreement.

Information is confidential if this is made known by the party providing the information or if this is apparent from the nature of the information.

Article 8: Rights of Agrovision and the user, including intellectual property rights

- 8.1 The copyright, as well as all other intellectual and industrial property rights to all Software, Data, information, hardware and other items supplied or made available by Agrovision to the client, remain vested exclusively in Agrovision or its licensors. The client only receives the rights of use for this purpose, if and insofar as these are expressly awarded in these terms and conditions or in a written agreement concluded between Agrovision and the client.
- 8.2 The client is aware that the Software, Data, information, hardware and other items provided and made available by Agrovision contain confidential information and business secrets of Agrovision. The client undertakes to keep this confidential information secret and not to disclose it or allow any third party to use it.
- 8.3 The client may not remove or change any reference to copyright, trademarks, trade names or other intellectual or industrial property rights of Agrovision and/or its suppliers in or from the Software, Data, information, hardware or other items that are delivered or made available.
- 8.4 Agrovision may take technical measures to protect the Software, Data, information, hardware and other items that it has delivered or made available. The client may not make changes to, circumvent, remove and/or override these technical measures.
- 8.5 Agrovision indemnifies the client against claims resulting from infringements of the copyright of a third party that is in force in the Netherlands, caused by the software or use of the software developed by Agrovision itself. If a third party alleges that there has been an infringement, as referred to in the previous sentence, the client must immediately inform Agrovision thereof in writing, leave the defence to be put forward and other handling of the case up to Agrovision and provide all necessary cooperation in that regard, free of charge.

Article 9: Termination

- 9.1 Agrovision's claims against the client are immediately due and payable, among others, in the following cases:
- if Agrovision becomes aware of circumstances after entering into an agreement that gives it good reason to fear that the client will not fulfil its obligations;
 - if the client is placed into liquidation, declared bankrupt or given a moratorium on the payment of its debts;
 - if Agrovision has requested the client to furnish security for the fulfilment of its obligations and this security is not forthcoming, or is inadequate;
 - if the client is otherwise in default and does not comply with its obligations under the agreement.
- Agrovision is entitled in the aforementioned cases to suspend the performance or further performance of the agreement and/or to terminate the agreement, in whole or in part, all subject to the client's liability to compensate the damage suffered by Agrovision in this regard and notwithstanding the rights to which Agrovision is otherwise entitled.
- 9.2 Agrovision will be entitled to terminate the agreement if circumstances occur with regard to the people and/or materials that it makes use of or is in the habit of making use of in the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible or else difficult and/or disproportionately expensive to such an extent that fulfilment of the agreement can no longer reasonably be demanded.
- 9.3 If Agrovision is in default and this default justifies the termination of the agreement, the client may, if Agrovision has already provided services under the agreement, only partially terminate the agreement, i.e. in respect of that portion which has not yet been performed by Agrovision. Amounts that Agrovision has invoiced prior to the termination for that which it has provided or delivered under the agreement will however remain owing by the client and become immediately due and payable upon termination.

Article 10: Liability

- 10.1 Agrovision's liability, insofar as this is covered by its liability insurance, is limited to the amount paid out by the insurer.
- 10.2 If Agrovision's liability insurer does not make payment or if the damage is not covered by the insurance in any case, Agrovision's liability will be limited to the invoice value of the agreement concerned.
- 10.3 Agrovision is not liable for consequential damage, such as damage in the form of loss of profits and other indirect damage.
- 10.4 Any claim which the client has against Agrovision will lapse one year after the goods or services are delivered to, performed for or made available to the client in accordance with the agreement, unless the client initiates legal proceedings against Agrovision within this period.
- 10.5 The client indemnifies Agrovision against third-party claims for compensation in connection with the goods delivered to it by Agrovision or services performed for it by Agrovision, if and insofar as Agrovision would not have been liable towards such third party or parties under the agreement and these general terms and conditions if such third party or parties would have the client of Agrovision.
- 10.6 Agrovision is only liable on account of attributable breach of performance of an agreement if the client has immediately and duly placed Agrovision in default, setting a reasonable period within which performance could still correctly take place, and Agrovision remains in attributable breach of its obligations even after the expiry of that period. The notice of default must contain the most detailed possible description of the breach, enabling Agrovision to respond adequately thereto.
- 10.7 The client indemnifies Agrovision against all third-party claims in connection with a defect in an item, such as a product or system, which the client delivers to third parties and that also consists of items delivered by Agrovision (such as hardware and software), except if and insofar as the client proves that the damage was caused by the items supplied by Agrovision.
- 10.8 The limitations on liability included in these terms and conditions do not apply if the damage is caused by the intentional actions or wilful recklessness of Agrovision or its executive management.

Article 11: Defects and time limits for lodging complaints

- 11.1 The client must inspect or arrange for the inspection of the purchased goods upon delivery. The client must also check whether the delivered items conform to the agreement, namely whether the correct items have been delivered, whether the delivered items correspond to the agreed quantitative requirements (e.g. number and amount) and whether the delivered items correspond to the agreed qualitative requirements or – in the absence thereof – to the requirements that may be set for normal use and/or commercial purposes.
- 11.2 Within fourteen days of discovering a defect, or of when client ought to have reasonably discovered such defect, the client must inform Agrovision thereof in writing at the risk of forfeiting all its rights in that regard.
- 11.3 The client is still obliged to make payment even if it lodges a complaint in due time.

Article 12: Force majeure

- 12.1 Force majeure means circumstances that prevent the fulfilment of obligations and which cannot be attributed to Agrovision. These circumstances (if and insofar as they make performance impossible or unreasonably complicate performance) also include strikes, a general shortage of the raw and other materials needed to bring about the agreed goods or services, the unforeseeable interruption of business operations at suppliers or other third parties which Agrovision depends upon, government measures such as import or export restrictions that prevent Agrovision from punctually and/or duly performing its obligations, excessive sickness absence, terrorist attacks, restricted or interrupted energy supplies by utility companies, whether public or otherwise, fire and general transport problems.
- 12.2 Agrovision is also entitled to rely on force majeure if the event that prevents fulfilment or further fulfilment commences after it should have fulfilled its obligation.
- 12.3 If Agrovision has already partially fulfilled its obligations or can only partially fulfil its obligations when the force majeure commences, it will be entitled to separately invoice the part that has been delivered and/or can be delivered and the client will be obliged to pay this invoice as though it were a separate contract.

Article 13: Authority to make amendments

Agrovision is entitled to unilaterally amend these general terms and conditions. Amendments also apply to agreements that have already been concluded. Agrovision must give notice of any amendments. Amendments will enter into force 30 days after this notice or on such later date as mentioned in the notice. If the client does not wish to accept the amendment of the general terms and conditions, it will be entitled to terminate the agreement as at the date on which the amended terms and conditions enter into force.

Article 14: Dispute resolution and applicable law

- 14.1 Notwithstanding the statutory rules governing the jurisdiction of the civil court, any dispute between the client and Agrovision will be exclusively settled in the first instance, if the district court has jurisdiction, by the Zwolle District Court, except insofar as Section 108(2) of the Dutch Code of Civil Procedure determines otherwise. Agrovision will however remain entitled at all times to submit the dispute to a court that has jurisdiction by law or an applicable international treaty.
- 14.2 Dutch law applies to every agreement between Agrovision and the client.

B. GENERAL TERMS AND CONDITIONS FOR SOFTWARE RIGHTS OF USE

Article 15: Applicability

- 15.1 The 'General Terms and Conditions for Software Rights of Use' under B apply to all Software made available by Agrovision to the client.
- 15.2 Software means all computer software, or parts thereof, supplied by Agrovision to the client, including accompanying documentation and any new versions or releases to be provided by Agrovision.
- 15.3 The provisions of the 'General Terms and Conditions for Software Rights of Use' under B are inextricably linked to the provisions of the general terms and conditions set out in Articles 1 to 14 under A. The general terms and conditions set out in Articles 1 to 14 under A above will apply *mutatis mutandis* unless and insofar as they are explicitly deviated from in the 'General Terms and Conditions for Software Rights of Use' under B.

Article 16: Right of use

- 16.1 Agrovision makes the Software specified in the agreement and the accompanying documentation available for use to the client.
- 16.2 Unless otherwise agreed in writing, the client's right of use to be provided by Agrovision only extends to the so-called object code of the Software and not to the source code of the Software. Agrovision will only deposit the source code and technical documentation produced for the Software during its development in escrow at a trusted third party at the client's request, on conditions that Agrovision approves, if and insofar as it has specially developed that Software for the client and provided that the client bears the full costs in this regard. The purpose of an escrow agreement is to enable the client to continue using the Software that has been specially developed for it if Agrovision is unable to maintain that Software and/or provide the necessary user support due to its liquidation or other reason.
- 16.3 Notwithstanding the provisions of Article 16.5, Agrovision is not obliged to provide software other than the agreed Software, free of charge or otherwise. If Agrovision provides software other than the agreed Software or other goods, contrary to the above, it may require the client to enter into a separate written agreement and pay an additional fee for this purpose.
- 16.4 Unless otherwise agreed in writing, Agrovision will never be obliged to provide additional services, such as maintenance, help desk support, management, hosting and continued development of the Software. If Agrovision provides such services, contrary to the above, after having entered into an agreement with regard to the use of the Software, it may require the client to enter into a separate written agreement and pay an additional fee for this purpose.
- 16.5 Unless expressly agreed otherwise, when entering into an agreement for the provision of a right of use of the Software, the client must also enter into an agreement with Agrovision for the performance of maintenance and provision of help desk support, according to which Agrovision will be entitled to terminate the right of use if the client unilaterally terminates the maintenance and help desk support or stops paying the agreed fee for this purpose.
- 16.6 If the client, when entering into an agreement for the provision of a right of use of the Software, also enters into a maintenance and/or support agreement with Agrovision, it will be obliged, unless and insofar as agreed otherwise in writing, to use upgrades, updates and/or new versions of the Software.
- 16.7 Notwithstanding the provisions of the general terms and conditions in Articles 1 to 14 under A, the right to use the Software is always non-exclusive, non-transferable and non-sublicensable.
- 16.8 If and insofar as the agreement also provides for this, Agrovision will install the Software mentioned in the agreement on the client's designated infrastructure. Agrovision is not responsible for the purchase and/or proper functioning of the client's infrastructure or that of third parties.

Article 17: Support

- 17.1 Unless otherwise agreed in writing, the client is responsible for the management, including control of the settings, the use of the service and the way in which the results of the service are used. The client is also responsible for giving instructions to and for the use by users, regardless of whether there is a relationship of authority between these users and the client. In the absence of any express agreements in this regard, the client will install, set up, parameterise and tune the required software or auxiliary software on its own hardware, adapt the other hardware, software, auxiliary software and operating environment in use, if necessary, and implement its own required level of interoperability.

- 17.2 If the service to the client on the basis of the agreement also includes support to users – in the form of help desk support or otherwise – Agrovision will give advice on the use and functioning of the Software mentioned in the agreement, as well as on the use of the service, by telephone or e-mail.
- 17.3 Agrovision may set conditions concerning the qualifications and number of contact people of the client who are eligible for support. Unless and insofar as explicitly agreed otherwise, Agrovision will apply its usual service levels and rates for the provision of support.
- 17.4 Agrovision will only attend to properly substantiated requests for support and deal with these within a reasonable period, with due observance of its usual service levels and rates. Unless expressly agreed otherwise in writing, support will only be provided on working days during Agrovision's normal business hours.
- 17.5 Unless and insofar as agreed otherwise, Agrovision will be entitled to unilaterally alter service levels and rates.
- 17.6 If Agrovision is of the opinion that a client's request for support falls outside the scope of the service levels and rates, the provisions of Articles 16.3 and 16.4 will apply in full.
- 17.7 The client is responsible for making its own backups and should follow any instructions from Agrovision in this regard.

Article 18: Restrictions on use

- 18.1 The client must always strictly observe the restrictions on the right of use of the Software as agreed between the parties, including those arising from these general terms and conditions and/or the documentation. The client is aware that any failure to comply with an agreed restriction of use forms both an attributable breach of performance of the agreement with Agrovision and an infringement of the intellectual property rights of Agrovision and/or its suppliers with regard to the Software. The agreed restrictions on use may include:
- the sort or type of hardware for which the Software is intended;
 - the maximum number of processing units for which the Software is intended;
 - specific people within the client's organisation – whether or not indicated by name or position – who may use the Software;
 - the maximum number of users who may use the Software – simultaneously or otherwise – within the client's organisation;
 - the location where the Software may be used;
 - specific forms and purposes of use;
- and/or
- any other quantitative or qualitative restriction.
- 18.2 If the parties are agreed that the Software may only be used in combination with specific hardware or a specific sort or type of hardware, the client will be entitled to use the Software on other hardware of the same sort and type for the duration of any breakdown of the hardware concerned.
- 18.3 Agrovision may require the client not to commission the Software until it has requested and received one or more codes (passwords, identity codes, etc.) – required for use – from Agrovision, its supplier(s) or the producer of the Software.
- 18.4 Agrovision will always be entitled, even after commissioning of the Software, to adopt or arrange for the adoption of new technical measures to protect the Software against unlawful or wrongful use and/or use in a way or for a purpose other than agreed upon between the parties.
- 18.5 Unless and insofar as agreed otherwise in writing, the client may only use the Software in and for the purpose of its own business or organisation and exclusively for the intended use as set out in the agreement and/or documentation.
- 18.6 Unless and insofar as agreed otherwise in writing, the client may not use the Software to process data for the benefit of third parties, such as time-sharing, application service provision, software as a service and outsourcing.
- 18.7 The client may not sell, lease, dispose of, grant limited rights to, or in any way or for any purpose make the Software, the carriers on which the Software is installed and the certificates of authenticity issued when the Software is made available by Agrovision, available to third parties. The client may likewise not grant access – remotely or otherwise – to the Software and/or access codes and/or passwords to third parties.
- 18.8 Notwithstanding the applicable restrictions on authorised users of the Software, the client must ensure that all users of the Software strictly observe the provisions concerning the use and restricted use of the Software, as set out in the general terms and conditions, the agreement and/or documentation.
- 18.9 If requested, the client must immediately provide full cooperation, free of charge, in an investigation to be carried out by or on behalf of Agrovision into whether client and users acts in full compliance with the agreed restrictions of use. The client must grant Agrovision access to its buildings and systems on demand. Agrovision will treat all business information that may be regarded as confidential and in confidence insofar as that information does not relate to the use of the Software itself, which it obtains from or at the client in connection with such an investigation, in confidence.
- 18.10 Unless and insofar as agreed otherwise in writing, and notwithstanding statutory exceptions, the client is not entitled to completely or partially modify the Software without Agrovision's prior written consent. Agrovision will always be entitled to refuse consent or attach conditions to its consent, including conditions regarding the quality and method of implementing the client's required modifications. The client will bear the full risk of all modifications made to the Software – with or without Agrovision's consent – itself or by third parties acting on its instructions.

Article 19: Delivery, installation and acceptance

- 19.1 Agrovision must deliver the Software to the client on the agreed size of data carrier or, in the absence of clear arrangements in that regard, on the size of data carrier to be determined by Agrovision or by using telecommunication facilities (online). Agrovision will determine the method of delivery.
- 19.2 Agrovision will only install the Software at the client if there is a written agreement to that effect between the parties. In the absence of an express agreement to that effect, the client will install, set up, parameterise, tune and, if necessary, adapt the hardware and operating environment in use itself.
- 19.3 Unless and insofar as agreed otherwise in writing, Agrovision is not obliged to carry out data conversion.
- 19.4 User documentation will be provided in paper or digital form and the content will be determined by Agrovision. Agrovision will decide on the form and language in which the user documentation is to be provided.
- 19.5 If and insofar as the parties have not agreed that an acceptance test will be carried out, the client will accept the Software 'as is' at the time of delivery, i.e. with all visible and invisible bugs and faults, notwithstanding Agrovision's obligations under the agreed warranty. The client must inspect the Software immediately after receipt.
- 19.6 If the parties have agreed to the performance of an acceptance test, the client must report any bugs in the Software to Agrovision within five days of completion of the acceptance test failing which, the Software will be deemed to have been accepted. Bugs that do not essentially affect the normal functioning of the Software will not lead to the failure of the acceptance test, notwithstanding Agrovision's obligation to repair these bugs as part of normal maintenance.
- 19.7 Unless expressly agreed otherwise in writing, the user fee agreed between the parties is due at the time agreed on by the parties or, in the absence of an agreed time:
- a. if the parties have not agreed that Agrovision will be responsible for the installation of the software: upon delivery of the Programme or, in case of user fees that are payable at regular intervals, upon delivery of the Software and thereafter upon commencement of each new right of use period;

- b. if the parties have agreed that Agrovision will be responsible for the installation of the Software: upon the completed installation of the Software or, in case of user fees that are payable at regular intervals, upon the completed installation of the Software and thereafter upon the commencement of each new right of use period.

Article 20: Duration of the agreement providing the right of use and/or maintenance of the Software

- 20.1 Unless otherwise agreed, the agreement providing the right of use and/or maintenance of the Software is entered into for a period of at least 12 months. Agreements that are entered into during a calendar year will run until at least 31 December of the following calendar year. The term of the agreement will thereafter be tacitly extended, each time for a period of one calendar year, unless the client or Agrovision terminate the agreement in writing before 1 October of the previous calendar year. The agreement commences on the day that the Software is made available to the client.
- 20.2 The client must return all copies of the Software in its possession to Agrovision immediately after the right of use of that Software ends. If the parties agree that the client will destroy the relevant copies at the end of the agreement, the client must advise Agrovision in writing of such destruction without delay.
- 20.3 Agrovision is not obliged during or after the end of the right of use to assist the client if it wishes to switch to different software and/or carry out data conversion.

Article 21: Warranty

- 21.1 Agrovision does not warrant that the Software provided to the client is suitable for the client's actual and/or intended use. Agrovision likewise does not warrant that the Software will run without interruptions, bugs or faults and that all bugs or faults will be remedied.
- 21.2 Agrovision must try to the best of its ability to repair bugs in the Software within a reasonable period provided that these are reported to Agrovision in writing, together with a detailed description, within a period of three months of delivery or, if the parties have agreed to an acceptance test, within three months of acceptance. The repairs will be carried out free of charge unless the Software was developed for a non-fixed price on the client's instructions, in which case Agrovision will charge repair costs at its normal rates. Agrovision may charge repair costs at its normal rates in case of usage errors or improper use by the client, other causes that cannot be attributed to Agrovision, or bugs that could have been discovered during the performance of the agreed acceptance test. The repair obligation lapses if the client alters or causes alterations to be made to the Software without Agrovision's written consent.
- 21.3 Bugs will be repaired at a location to be determined by Agrovision. Agrovision is entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software at any time.
- 21.4 Agrovision will never be obliged to recover corrupt or lost data.
- 21.5 Agrovision is not obliged to repair bugs that are reported after the expiry of the warranty period, referred to in paragraph 2 of this article, unless the parties have entered into a separate maintenance agreement that provides for such a repair obligation.
- 21.6 If and insofar as Agrovision makes third-party software available to the client, and provided that Agrovision has informed the client thereof in writing, the licensing and other terms and conditions of those third parties will apply with regard to that Software, instead of any deviating provisions in these general terms and conditions, including this warranty provision. The client accepts the aforementioned terms and conditions of third parties. These terms and conditions are open for inspection by the client at Agrovision and Agrovision must supply these terms and conditions to the client, free of charge, on request. If and insofar as the aforementioned terms and conditions of third parties are deemed not to apply to the relationship between the client and Agrovision or are declared inapplicable, for any reason, the provisions of these general terms and conditions will apply in full.

Article 22: Rights of use and restrictions in case of a right of use of the Software granted by a distributor of Agrovision.

- 22.1 If a distributor of Agrovision has granted the right to use the Software to a user/end user, this user/end user must agree to the terms and conditions of use – including the associated restrictions – as these apply according to the provisions of the 'General Terms and Conditions for Software Rights of Use' under B. Users/end users declare that they agree to this by clicking the button installed in the Software for this purpose by Agrovision.
- 22.2 All intellectual property rights with regard to the Software vest in Agrovision and never in one of its distributors. A distributor of Agrovision will at most be entitled to issue sub-licences. Notwithstanding any further restrictions and conditions that apply on the basis of the agreement between Agrovision's distributor and the user/end user, the user/end user acknowledges that a distributor may never grant rights of use that are in any way in conflict or inconsistent with the provisions of the 'General Terms and Conditions for Software Rights of Use' under B.
- 22.3 If a user/end user fails to completely or partially comply with the provisions of the 'General Terms and Conditions for Software Rights of Use' under B and/or the terms and conditions that apply on the basis of the agreement between Agrovision's distributor and the user/end user, the user/end-user will thereby be acting unlawfully and wrongfully towards Agrovision and Agrovision will be entitled at all times – notwithstanding its right to claim compensation of damage and costs – to terminate the user's/end-user's right of use of the Software.
- 22.4 If the agreement between Agrovision's distributor and the end user comes to an end, any right of the user/end-user to use the Software will also end immediately.
- 22.5 Notwithstanding the rights and obligations of the user/end-user under this article, Agrovision is not a party to the agreement between the distributor and user/end-user and will never be obliged to supply any goods or services to the user/end-user. Agrovision will never be liable for any damage or costs towards the user/end-user, except and insofar as this results from the wilful misconduct or gross negligence of Agrovision or its managers.

C. GENERAL TERMS AND CONDITIONS FOR HARDWARE SALES

Article 23: Applicability

- 23.1 The 'General Terms and Conditions for Hardware Sales' under C apply to every offer, order and agreement between Agrovision and the client, in which Agrovision acts as the seller and the client as the buyer of hardware.
- 23.2 The general terms and conditions set out under A above will apply *mutatis mutandis* unless and insofar as they are explicitly deviated from in the 'General Terms and Conditions for Hardware Sales' under C.

Article 24: Delivery and risk

- 24.1 Agrovision will only deliver or arrange for the delivery of the hardware sold to the client to a place designated by the client in the Netherlands if there is a written agreement to this effect.
- 24.2 With the exception of the case described in paragraph 24.1, the hardware will be transported at the expense and risk of the client. The client must organise adequate insurance for this purpose. In the case described in paragraph 24.1, the client will bear all risks relating to the hardware, such as loss, destruction or damage, regardless of the cause thereof, as soon as transport of the hardware by or on behalf of Agrovision has reached the premises of the installation address which was designated by the client.

Article 25: Installation

- 25.1 If agreed in writing, Agrovision will install or arrange for the installation of the hardware.

- 25.2 The client must in all cases provide a suitable place of installation with all necessary facilities, such as cabling and telecommunication services, free of charge, prior to the delivery of the hardware.
- 25.3 The hardware will be deemed to have been accepted by the client on the installation date or, if the client attends to installation itself or fails to comply with the aforementioned obligations, on the first day following the delivery date.

Article 26: Warranty

- 26.1 Unless otherwise agreed in writing, Agrovision warrants that the hardware it supplies is free of design, material and factory defects for a period of twelve months after delivery. If Agrovision installs or arranges for the installation, the warranty period will apply from the installation date.
- 26.2 If the item has a design, material or factory defect, the client will be entitled to its repair, unless this defect results from a design, instruction or request of the client. Agrovision may choose to replace the item if there are objections to repairing it. The client is however only entitled to replacement if it is impossible to repair the item. A replaced item becomes the property of Agrovision.
- 26.3 The warranty does not apply if the defects are wholly or partially the result of incorrect, careless or incompetent use, in case of external causes such as fire or water damage, or if the hardware is altered or maintained by parties other than Agrovision.
- 26.4 If Agrovision purchases the hardware from a supplier, the warranty provisions of this supplier will apply.

D. GENERAL TERMS AND CONDITIONS FOR PRIVACY AND DATA/DATABANK USE

Article 27: Use of data

- 27.1 Agrovision processes personal and other data of its clients insofar as this is necessary for the proper performance of the concluded agreement. Agrovision may also process or arrange for the processing of company data (including personal data) of clients and third parties (hereinafter: 'the Data') in separate databases (hereinafter: 'the Databanks'). The Databanks may be accessed and consulted, with or without the use of internet applications, by Agrovision and its clients, in order to use the Data for monitoring, supervising and investigating individual, non-identifiable companies and persons with due observance of the 'General Terms and Conditions for Privacy and Data/Databank Use' under D.
- 27.2 The general terms and conditions set out in Articles 1 to 14 under A above will apply *mutatis mutandis* unless and insofar as they are explicitly deviated from in the 'General Terms and Conditions for Privacy and Data/Databank use' under D.

Article 28: Privacy

- 28.1 Data that can be traced back to a specific client or employees of that client – personal data - will only be included in a Databank after the client concerned has given written consent for this purpose. Agrovision will not provide any Data that can be traced back to a specific client or employees of that client to third parties without the explicit consent of the client concerned, except if Agrovision is obliged to do so pursuant to a statutory provision.
- 28.2 Data of clients who have indicated that one or more specifically named organisations may view their Data will only be made available to the individuals authorised by these specific organisations.
- 28.3 Individuals who obtain access to the Data may not use it in any way other than the purpose for which it has been gathered and must take all necessary measures to guarantee the privacy of the party from whom the data originates, as stipulated in the Dutch Personal Data Protection Act .
- 28.4 Upon termination of the agreement, Agrovision will make the client's Data available to the client concerned, if required, and remove all specific Data provided by the client from the Databanks at that client's request.

Article 29: Use

- 29.1 A client will only be entitled to use the Databank(s) if and insofar as it has obtained written consent from Agrovision for that purpose.
- 29.2 Agrovision may place restrictions on the use of the Databank(s) at all times.
- 29.3 Notwithstanding the other restrictions placed by Agrovision on the use of the Data and Databanks, these may only be used to search for and analyse Data for the purpose of operating the client's own business.
- 29.4 Any and all copyright, other intellectual property rights and/or rights to the Data and/or Databanks remain vested in Agrovision of its suppliers. A right of use of the Data and Databanks granted by Agrovision to the client does not extend to the assignment of one or more of the aforementioned rights.
- 29.5 The client may not trade in, reproduce or otherwise make the Data available to third parties without Agrovision's express consent.
- 29.6 The client may not create a hyperlink, direct link or gateway between the Databanks and other websites, meta or other search engines or any other computer network without Agrovision's prior, express and written consent.
- 29.7 Agrovision must secure the Databank to the best of its ability and guard the functioning of the Databank, and the system on which the Databank operates, against being affected or adapted by a third party and against a third party gaining access to or trying to use the Databank other than in a normal manner. Agrovision will regard any attempt to unlawfully gain access to the system on which the Databank operates, whether successful or not, as a crime or an attempted crime and report the matter to the police.
- 29.8 In case of misuse of the above, Agrovision reserves the right to withdraw the infringer's right of use or prohibit access to Data searches with immediate effect and to adopt technical measures for this purpose. This is all exclusively at the discretion of Agrovision.
- 29.9 Agrovision will endeavour to carefully process the Data and to set up the Databanks as completely as possible for the purpose for which it compiled them. However, Agrovision never guarantees the accuracy and/or completeness of the Data and Databank(s). Agrovision will never be liable for damage arising from the use of the Data, regardless of whether such use was unlawful. The client indemnifies Agrovision against third-party claims relating to its use of the Data or Databanks.
- 29.10 Agrovision is not liable for any different or subsequently adjusted conditions for the purchase of third-party data.
- 29.11 Notwithstanding the provisions of paragraphs 5 and 6 of this article, the source must be mentioned when publicising information that is based on the Data or Databanks. The client must clearly indicate whether the summary has been prepared by Agrovision (as in the case of the periodical *Kengetallenspiegel*) or by itself after consulting the Databank(s).