

General conditions of sale and delivery: Intercam Export B.V.

1. Parties

1. Intercam Export B.V.: Intercam, registered with the Chamber of Commerce under number 09112024, established in Varsseveld, at (7051 EA) Valutaweg 2, user of these general conditions of sale and delivery.

2. Further details of Intercam:

Website: www.intercam.nl

Email: info@intercam.nl

Phone number: +31 (0)315 242111

Btw-identificatienummer: NL808766533B01

3. Client: the (potential) buyer of goods and services offered by Intercam.

2. General

1. These general conditions apply to all offers, orders, agreements of purchase/sale of goods, agreements of assignment and other legal relations including negotiations concerning such agreements with Intercam, as far as not otherwise specified in the offer or agreement.

2. Additions or deviations from these conditions must be agreed in writing. These additions and deviations apply only to the agreement in which they are made.

3. The rights and obligations from agreements between Intercam and the Client cannot be transferred by the Client to third parties, except with the written consent of Intercam.

4. General (purchase) conditions of the Client are expressly rejected.

5. The provisions of section 1 title 7 of book 7 of the Dutch Civil Code (assignment), with the exception of articles 7:406 and 7:412, do not apply to the legal relations with Intercam, unless explicitly stated otherwise in the agreement or in these conditions.

6. The applicability of additional or different terms or conditions used or referred to by the Client or any other terms and conditions customary in the industry are expressly rejected.

7. In case of conflict between translations of the text of these conditions and the Dutch text, the text in the Dutch language shall always prevail.

8. If Intercam and Client have concluded a separate agreement to which these conditions apply, the provisions of the agreement shall prevail in case of conflict.

3. Offer and agreement

1. All offers are without obligation and are based on execution of the agreement under normal (working) conditions, during normal working hours and according to the information provided by the Client at the time of the order, unless explicitly stated otherwise.

2. All offers are valid for 30 days, unless otherwise agreed in writing. An offer containing a deadline can nevertheless be revoked by Intercam, even after receipt of the order or assignment, provided this is done within 3 days.

3. An agreement is concluded under the suspensive condition that Intercam has approved and confirmed the order in writing (including electronically) or has started with the execution of the order. The content of the agreement is determined by the offer and/or order confirmation of Intercam and these conditions.

4. If an agreement between Intercam and the Client is established electronically, Intercam is not obliged to acknowledge receipt of the statements of the Client and the Client is not entitled to dissolve the agreement based on the lack of such acknowledgement of receipt.
5. Orders from and acceptances by Client shall be deemed irrevocable. Client shall only be entitled to cancel or change an order or assignment with the consent of Intercam and insofar as this can reasonably be required of Intercam and provided that a cancellation fee of 15% of the purchase price (excluding VAT) is paid. If the changes and/or additions demanded by the Client involve extra costs for Intercam, Intercam is entitled to pass these on in full to the Client. Intercam is also in that case entitled to set a new delivery time. Cancellation is not possible if the order concerns specially adapted, composed or loaded (e.g. stacking) items or services/work specifically requested by the Client.
6. Intercam is at any time authorized to terminate negotiations with Client and/or to reject an electronic or written order placed by Client, within 24 hours after receipt thereof, in whole or in part, without giving reasons and without being liable for any compensation.
7. All (price) statements, advertisements, pictures and other indications and descriptions of the goods are made with care, but Intercam does not guarantee that no deviations can occur, for example regarding colors. When Client proves that the delivered goods deviate from the specifications of Intercam in such a way that Client cannot reasonably be obliged to purchase, Client has the right to demand delivery of the missing goods or to dissolve the contract insofar as this is justified by the deviation.
8. Intercam is not obliged to check the assignments, orders and/or communications of the Client for correctness. A shortcoming cannot be attributed to Intercam if it is the result of incorrect or incomplete information provided by Client. Client is liable for damages and costs resulting from the fact that the information provided by Client to Intercam is incorrect.
9. Client is obliged to provide Intercam with all information that is reasonably necessary to establish his identity (know your customer), the purpose of the order or agreement with Intercam and the (final) destination of the goods to be delivered by Intercam etc. so that Intercam can comply with the applicable laws and regulations.
10. Intercam processes personal data of the Client which are required to comply with applicable laws and regulations (including VAT, RDW) and which are necessary to prepare and execute the agreement, all in compliance with the General Data Protection Regulation. This data is not kept longer than necessary. Intercam does not provide personal data to third parties, unless it is legally obliged to do so. Client can request access to his/her personal data as processed by Intercam, as well as its modification or deletion. Intercam has taken technical and organizational measures to prevent a breach of personal data.
11. Intercam is required to comply with applicable laws and regulations relating to Restricted Jurisdictions. For the purposes of this Section, "Restricted Jurisdiction" means any country, state, territory or region against which sanctions have been imposed by the United Nations, the European Union and/or to which the supply of goods is prohibited or restricted under the laws of the country where the good is produced or sold. Pursuant to (inter)national laws and regulations, more particularly but not limited to the national and international laws referred to in Article 2 of the Sanctions Act 1977, Intercam does not supply goods or provide services to (customers located in or operating from) Restricted Jurisdictions included in the list of

sanctioned countries to which supply is not permitted under Article 3 or Article 4 of the Sanctions law 1977.

12. In turn, Client is prohibited from supplying, forwarding or selling goods delivered by Intercam to Restricted Jurisdictions referred to in the preceding paragraph. Intercam assumes no responsibility and assumes no liability for any sale or delivery of delivered goods by Client in violation of applicable laws and regulations.

13. Client shall, at Intercam's first request, provide Intercam with appropriate documentation to verify the final destination of goods. Such documentation shall be provided within 30 days of Intercam's request or within such shorter period as will enable Intercam to comply with any requirement or request of the appropriate government or authority in question, and shall include, in any event, the name of the place(s) or port(s) of discharge, the date(s) of discharge and quantity discharged, and the final destination of the goods. Clients obligations to comply with such requirement shall not be affected by any sale or disposition of the property in question by Client.

14. Intercam shall have the right to withdraw an offer, refuse delivery and rescind any order or agreement, without being obliged to pay compensation for costs, expenses or damages, if Intercam has a reasonable suspicion that Client is not (fully) complying with the aforementioned Sanctions law 1977 or similar laws and regulations relating to Restricted Jurisdictions.

15. Obvious clerical errors and mistakes in the offer are not binding towards Intercam.

4A. Prices

1. All quotations and the prices charged by Intercam are the prices valid at the time of the offer or the conclusion of the agreement, excluding VAT and other costs falling on the agreement, such as levies and rates, unless otherwise agreed in writing.

2. If there is a change in one of the factors determining the price after the offer has been made, Intercam has the right to adjust the prices accordingly, even if the contract has been concluded in the meantime.

3. Price increases of more than 10% give the Client the right to dissolve the Agreement, provided this is done in writing and within seven days after receipt of the relevant notification. A dissolution as aforementioned does not entitle Client to compensation for any damage.

4B. Payment

1. Client is obliged to pay all invoices before the delivery of the relevant goods respectively before the execution of the relevant work (payment in advance), unless otherwise agreed in writing, and is not entitled to suspension, settlement or discount. Intercam shall not deliver the relevant goods or carry out the relevant work before full payment of the invoice, or at the discretion of Intercam, the provision of sufficient security for payment.

2. If invoices are not paid, Client is in default by the mere expiry of the agreed payment period, without a notice of default being required, whether or not the exceeding thereof can be attributed to Client.

3. Without prejudice to its other rights, Intercam is then authorized to charge interest on the outstanding amount of 1% per month (whereby a part of the month is considered as a full month), to be calculated from the relevant due date.
4. Intercam is entitled to postpone new deliveries until Client has fulfilled all his outstanding payment obligations.
5. All extrajudicial and judicial costs incurred by Intercam in the context of a dispute with Client, both claimant and defendant, shall be borne by Client. The extrajudicial collection costs will be set at 15% of the outstanding amount with a minimum of EUR 40 per case and the judicial collection costs at the actual amount paid by Intercam in connection with the procedure, also insofar as this exceeds the liquidated litigation costs.
6. Incoming payments extend to payment of the oldest outstanding items - including interest and costs - even if the Client declares otherwise.
7. In case of late payment, an exchange rate difference disadvantageous for Intercam shall be borne by the Client. Reference dates are the due date of the invoice and the date of payment.
8. Intercam is entitled to settle all that the Client owes to Intercam, regardless of whether it is already due and regardless of the currency, with amounts that Intercam owes to the Client.

5. Delivery time, delivery, risk

1. The mentioned or agreed delivery period is in any case, but not exclusively, automatically extended by the period(s) during which:
 - there is a delay in the supply and / or shipping and / or any other circumstance that temporarily hinders the implementation, regardless of whether this can be attributed to Intercam or was foreseeable;
 - Client fails in one or more obligations towards Intercam or to the sole opinion of Intercam there is a well-founded fear that he will fail in this;
 - Client does not enable Intercam to execute the Agreement; this situation arises among others if Client fails to communicate the place of delivery or fails to provide the data, goods or facilities necessary for the execution of the Agreement.
2. Delivery in the Netherlands will be ex warehouse in Varsseveld, unless otherwise agreed in writing. All goods will be transported at the expense and risk of the Client, even if the shipment is freight free.
3. If Intercam at the request of the Client takes care of the shipment of the goods or if the agreed parity of the current ICC Incoterms puts this care on Intercam, the time, method of shipment and shipping route are at its discretion. Transport insurance shall only be taken out by Intercam at the express request of the Client and all related costs shall be borne by the Client. By goods is meant exclusively the goods sold by Intercam and never any cargo offered by Client to be loaded or already loaded in the sold goods. Intercam does not accept any liability or responsibility for any cargo and this is never covered by any transport insurance.
4. Delivery is deemed to have taken place at the moment that the goods are at Intercam's disposal (Ex Works) or at the carrier designated and contracted by Client (FCA). If Client or his carrier does not accept the goods, Client is immediately in default and the goods will be stored at his expense and risk. If Client refuses to take delivery of the goods within the period specified by Intercam, Intercam shall be entitled to rescind the contract in whole or in part and to dispose of the goods, including any cargo offered in connection with the seed(s), which is

located on the premises of Intercam or which is in the sold seed(s), in any way it wishes, without being liable for compensation. Intercam is entitled to recover its claim on Client from the proceeds. A possible remainder will be kept available for 1 year after the end of the specified period for Client and Client can request in writing, upon presentation of proof, a payment from Intercam, failing which the remainder will be forfeited to Intercam after the period of 1 year.

5. Delivery outside the Netherlands shall be FCA Varsseveld, unless another Incoterm of the International Chamber of Commerce (ICC), most recent version, has been agreed in writing.

6. Intercam has the right to deliver in parts and to carry out work in parts and to invoice these separately.

6. Warranty and advertising

1. The goods delivered by Intercam comply with the specifications as laid down in the corresponding agreement. Intercam trades in occasions (used vehicles) to which a higher risk is attached. Client accepts and is aware of this risk. No warranty is given, unless otherwise stated in the agreement and except as far as there is a manufacturer's warranty, in which case Intercam gives no further or different warranty than the relevant manufacturer's warranty.

With respect to work performed, Intercam guarantees that it will be done properly and to the best of its ability, as is usual in the industry and to the standards and expertise present at that time. If and insofar as Intercam takes care of loading the goods at the request of the Client, this will be done by order of the Client and entirely at the expense and risk of the Client.

Intercam accepts no liability in this regard.

2. If Client makes a claim under the guarantee granted by Intercam in the relevant agreement or submits a complaint, Intercam will assess the guarantee or complaint and if necessary settle it in accordance with what is stipulated in the agreement. Guarantee claims are not transferable to third parties.

3. Under penalty of lapse of his right to complain, the Client must check the goods and work on delivery for visible defects. Complaints concerning the amount of the invoice and visible imperfections must be reported in writing to Intercam by the Client within 3 days after receipt or delivery respectively, with an accurate description of the complaints. For all other complaints, a period of 5 days after the defects are known or could have been known. In the absence of timely notification as referred to in this article, the right to warranty / complaint lapses. The goods in question must be made available to Intercam at first request for examination in the condition they were in at the time of the complaint.

4. Claims are not possible if:

- the goods have been used for a purpose other than that for which they are normally intended or, in the opinion of Intercam, have been used or transported improperly or have been repaired, adapted or modified by the Client or a third party;
- the damage has been caused by negligence on the part of the Client (for example through insufficient or improper maintenance or storage) or because the Client has acted contrary to instructions, directions and advice from Intercam;
- it concerns parts of which the seal is broken or which should be replaced regularly during maintenance or service or which are accessories;
- Client has not fulfilled his obligations towards Intercam (both financial and otherwise);

- Client has not done everything necessary to prevent further damage to the delivered goods, for example by continuing to use the goods.

5. Intercam never guarantees the absence of errors which are the result of compliance with any compulsory legal provisions regarding the nature or property of raw materials and/or materials used in the delivered goods.

6. In case the Client complains in compliance with the provisions of this article, and his complaint is found well-founded by Intercam, Intercam will, at its own discretion, replace the relevant goods free of charge (after which the replaced goods become its property) or repair or give a price reduction.

7. The handling of a complaint does not suspend the payment obligation of the Client.

8. If a complaint is handled outside the cases described above, this will be entirely without obligation and the Client cannot derive any rights from it.

9. All claims based on the assertion that the goods or services provided do not comply with the provisions of the agreement shall lapse one year after the date of delivery or actual termination of the services.

7. Inspection

Client has, at its own expense, the right to inspect the goods before delivery at the time and place as determined by Intercam.

8. Non-performance, dissolution and suspension.

1. Intercam is authorized to dissolve the Agreement immediately, without judicial intervention, in whole or in part, or to suspend the implementation, without prejudice to its other rights (to fulfillment and / or compensation), if:

a) Client violates any provision of the agreement (including these terms and conditions) between the parties;

b) Client applies for suspension of payment or files for bankruptcy;

(c) bankruptcy of Client is filed for;

(d) Client's business is shut down or liquidated;

(e) a private composition is offered. In these cases, any claim against Client is immediately due and payable, without Intercam being held to any compensation or guarantee.

3. The provisions in paragraph 1 of this article shall apply accordingly if Client, after being invited to do so in writing, has not provided adequate security within seven days in the opinion of Intercam. All costs associated with the provision of security shall be borne by the Client.

4. If Client does not pay on time or remains in default of purchase for more than forty days, Intercam is entitled without further notice to resell the sold goods, in which case any down payment made to Intercam shall lapse as compensation for the damage suffered by it, subject to evidence to the contrary to be provided by Client, that this damage is less.

9. Retention of title

1. Delivery takes place under retention of title. This reservation applies to claims for payment of all goods delivered or to be delivered by Intercam to the Client under any agreement and/or

in the context of work carried out, as well as to claims due to the failure of the Client to comply with these agreements.

2. Intercam is in case of non-compliance by Client as well as in case Intercam has good reason to fear that Client will not comply, entitled to take back the delivered goods that have remained its property in accordance with the previous paragraph. Such repossession shall be considered as termination of the agreement(s) concluded with the Client. Client irrevocably authorizes Intercam and its representatives to take away (or have taken away) the relevant goods where they are located and to enter these places and shall stipulate this right for the benefit of Intercam and its representatives with the buyers of Client. Client shall provide all necessary cooperation. All costs associated with the retrieval of the goods shall be borne by Client.

3. Client is authorized, if and as far as necessary in the normal course of his business, to dispose of the goods on which the reservation of title rests, but is explicitly not entitled to establish a restricted right on the goods, including a right of pledge (right of obligation and right of property). If the Client makes use of his authority, then he is obliged to deliver the reserved goods to third parties only subject to the property rights of Intercam. He is also obliged to grant Intercam at first request a silent pledge first in rank on the claims he has or will get on these third parties and to state in the pledge deed that he is authorized to pledge and that there are no limited rights on the claims to be pledged. In case Client refuses to do so, this provision shall be considered as irrevocable power of attorney to Intercam to establish this pledge.

4. The property law consequences of retention of title with respect to the goods shall be governed by Dutch law, or at the option of Intercam by the law of the country of destination of the goods, on the understanding that (i) the law of the country in respect of the retention of title offers better protection to Intercam than Dutch law and (ii) the goods are actually imported into the country of destination.

5. In case of attachment of the goods that are the property of Intercam or in case of application for bankruptcy, (provisional) suspension of payment, declaration of application of the WSNP by or from the Client, the Client is obliged to inform Intercam of this immediately and, in case of attachment, to inform the person levying the attachment that the Client has received the goods under retention of title.

10. Right of retention

Intercam is authorized to suspend the fulfillment of the obligation to hand over a property of Client, which it has in its possession under an agreement, until the claim of Intercam with respect to that agreement, including interest and costs, has been paid in full.

11. Trade-in

If the Client continues to use a trad-in motor vehicle while waiting for the delivery of the motor vehicle ordered by him, this shall be done at his own risk and all costs relating to the first-mentioned motor vehicle and any decrease in its value shall be borne by him.

12. Liability

1. Intercam is not liable for damages arising from any shortcoming in the fulfillment of its commitment(s) to the Client. The fulfillment of the obligations from warranty/claims as described in Article VII shall be regarded as sole and complete compensation. Any other claim for compensation, including those for trading losses (standstill damage, loss of income, losses suffered, loss of profit), personal accidents, damage to or loss or delay related to cargo of the Client and other indirect or immaterial damages of any kind as well as damages resulting from liability towards third parties are expressly excluded, unless there is intent or deliberate recklessness of Intercam or its direct management.
2. Intercam is also not liable for intent or (deliberate) recklessness of subordinates or others it has engaged in the implementation of the Agreement and for whom it could be liable under the law.
3. Intercam accepts no liability for advice provided by it or on its behalf.
4. Intercam is not liable for damage to motor vehicles of the Client and/or third parties on its premises.
5. Client shall indemnify and compensate Intercam in respect of all claims or rights of third parties related to the delivery of the goods or the performance of services insofar as those claims are more or different than those to which Client is entitled towards Intercam. The Client shall also indemnify and hold Intercam harmless from any claim in respect of death or personal injury to personnel of the Client or personnel of third parties and/or damage to property of the Client and/or third parties insofar as this occurs on the premises of Intercam. An exception to these obligations of the Client exists if and insofar as the claim arises from intent or deliberate recklessness on the part of Intercam or its executives.
6. Liability limiting or excluding or establishing conditions that can be asserted against Intercam in connection with the delivered goods or performed services by suppliers or subcontractors of Intercam shall also be asserted by Intercam against Client.
7. Intercam stipulates all legal and contractual defences that it can invoke to ward off its own liability towards Client, also on behalf of its subordinates and non-subordinates for whose conduct it could be liable under the law.
8. The above is without prejudice to any mandatory liability.

13. Force Majeure

1. For the purpose of these Conditions, force majeure means any circumstance beyond the will and control of Intercam, whether or not foreseeable at the time of entering into the Agreement, as a result of which performance cannot reasonably be required of Intercam, such as war, import and export restriction, government measures, lack of raw materials, factory or transport disruptions of any kind, strikes, lockouts or lack of personnel, quarantine, trade bans, epidemics, pandemics, frostbite, shortcomings of suppliers or third parties engaged by Intercam for the implementation of the agreement, late delivery by the Client of cargo he wishes to transport by means of the purchased item, etc.
2. Intercam is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Intercam is then entitled to execute the contract within a reasonable period of time or to cancel the contract in whole or in part, without being obliged to pay damages. In

case of force majeure on the part of Intercam, the client is only entitled to dissolve the agreement after giving Intercam a reasonable period to execute the agreement.

14. Partial nullity

If one or more provisions of these terms and conditions or an agreement with the Client are not or not entirely legally valid, the remaining provisions shall remain in full force and effect. Instead of the invalid provisions, an appropriate arrangement shall apply, which legally approximates as closely as possible the intention of the parties and the economic result sought by them.

15. Place of performance, applicable law, competent court

1. The place of business of Intercam is the place where Client has to fulfill his obligations towards Intercam.
2. All offers and agreements of Intercam are exclusively governed by Dutch law, with the exception of the provisions of Section 6.5.3 of the Dutch Civil Code and the Vienna Sales Convention.
3. In case a dispute arises from the contract between the parties, the exclusive and absolute competent judge is the judge of the district in which the place of business of Intercam falls. In the event that a dispute arises between the parties regarding non-contractual obligations, the judge of the district in which the registered office of Intercam is situated is also exclusively and absolutely competent.