

GENERAL CONDITIONS ORGENTIS LTD

Artikel 1. Definitions

- 1.1. In these general conditions the terms following hereafter are used in the following meaning, unless expressly indicated otherwise or if the context prove differently:
 - a. Orgentis: the user of these general conditions: Orgentis Ltd, residing at St. Martinusstraat 151 in Naaldwijk, registered at the Chamber of Commerce under number 27319875;
 - b. customer: every company that enters into an agreement with Orgentis, or that has received a quotation/offer from Orgentis or with whom Orgentis has any legal relation or for whom Orgentis performs any legal act;
 - c. agreement: the agreement between Orgentis and the customer;
 - d. product: the product provided by Orgentis.

Artikel 2. General

- 2.1. These general conditions apply to all quotations, offers and agreements regarding the provision of deliveries by Orgentis to the customer and furthermore to all (other) legal actions between Orgentis and the customer, including also negotiations and other pre-contractual situations.
- 2.2. Departures from these conditions only apply if, and to the extent they have been agreed in writing between Orgentis and the customer. Even in that case, all the other points of these general conditions continue to apply.
- 2.3. If the customer uses general conditions and refers to them, the applicability of these is expressly objected against. General conditions contrary to the present conditions are not accepted by Orgentis.
- 2.4. Should one or more stipulations of these general conditions should be or become, at any moment, entirely or partially null and void, the other stipulations in these general conditions continue to apply fully. Parties shall then consult in order to agree on new stipulations to replace the invalid stipulations, whereby observing the goal and meaning of the original stipulations as much as possible.

Artikel 3. Offer and conclusion of the agreement

- 3.1. The agreement is concluded after the customer has accepted the offer by Orgentis in writing. Immediately after the conclusion of the agreement, Orgentis sends a confirmation to the customer.
- 3.2. Changes of the agreement only apply after written agreement thereof by both parties.
- 3.3. All offers made by Orgentis – unless another period of validity has been indicated – are valid for 30 calendar days. They can be withdrawn and changed by Orgentis until the moment on which, pursuant to the stipulations of Article 3.1, an agreement has been concluded.
- 3.4. The quotations/offers provided by Orgentis to the customer and other documents may not be copied or provided to third parties for inspection without consent by Orgentis.
- 3.5. Orgentis can not be obliged to keep her quotations or offers if the customer can reasonably understand that the quotations or offers or a part thereof, contain an apparent error or slip of the pen.
- 3.6. Orgentis is at all times entitled to determine that certain products shall only be supplied in certain minimum amounts.

Artikel 4. Cancellation

- 4.1. If the customer cancels the order, cancellation costs are charged to the customer. The cancellation costs comprise 10% of the order price (including VAT).
- 4.2. Cancellation needs to be done in writing.
- 4.3. Above-mentioned arrangement of costs does not affect the possible liability of the customer for the damages that result from the cancellation, such as lost profit.

Artikel 5. Hindrances to the execution of an agreement

- 5.1. Should it appear, during the execution of an agreement, that factual and/or legal circumstances hinder or threaten to hinder a proper execution of the agreement, or should reasonable doubt arise for Orgentis or the customer about the qualitative result to be reasonably expected within the agreed fee and turnaround time, parties are obliged to inform each other immediately of this in writing. Parties shall in that case change the relevant parts of the agreement in a timely manner and by mutual consultation.

Artikel 6. Prices

- 6.1. Unless stated otherwise, the prices of Orgentis are:
 - a. based on delivery ex works, warehouse or other place of storage of Orgentis;
 - b. exclusive of VAT, import duties, other taxes, levies and rights;
 - c. exclusive of the costs of transportation and insurance;
 - d. stated in Euros.
- 6.2. In case of increase of one or more of the cost price factors, Orgentis is entitled to increase the order price accordingly, all this while observing any relevant existing statutory provisions, on the understanding that future price increases already known need to be stated at the order confirmation.

Artikel 7. Obligations of the customer

- 7.1. The customer ensures that all information, which Orgentis indicates to be necessary or regarding which the customer should reasonably understand that it is necessary for the execution of the agreement, is put at the disposal of Orgentis in a timely manner.
- 7.2. The customer indemnifies Orgentis against any entitlements of third parties who suffer damages in connection with the execution of the agreement and which can be attributed to the customer.
- 7.3. Only the client is responsible for the observation of all statutory and otherwise applicable provisions in connection with the retention, storing, transportation, use and processing, in whatever manner, of the products delivered.
- 7.4. If Orgentis, through the actions of the customer, experiences delay in the execution of the agreement, the customer needs to pay Orgentis for all damages suffered by Orgentis as a result.

Artikel 8. Enquiries and advice

- 8.1. Enquiries about possibilities for processing and use of the products of Orgentis, advice, guidelines, instructions and further information are always provided to the best of her knowledge and/or insight but entirely without obligation, unless expressly agreed otherwise in writing. The customer can not derive any rights from this and Orgentis can not be held liable for any damages directly or indirectly resulting from it.

Artikel 9. Payment

- 9.1. Payment needs to be done in a bank account indicated by Orgentis within 30 days after date of invoice, insofar as the agreement does not stipulate otherwise. Partial payment is considered between parties to be untimely payment, insofar as not agreed otherwise.
- 9.2. In default of timely payment, the customer owes an interest of 2% per month or part of the month, to be calculated from the day the payment should have been made.
- 9.3. Regarding payment of the amount owed, the customer can never appeal to settlement with any claim which he would want to lay toward Orgentis.
- 9.4. Furthermore, in case of untimely payment all costs incurred, both judicial and extrajudicial for the recovery of the amount owed, are charged to the customer. In this case the extrajudicial collection costs to be paid by the customer are set to 15% of the capital sum with a minimum of € 50. The customer also owes statutory interest on aforementioned extrajudicial costs.
- 9.5. All payments made by the customer are primarily for the payment of any interest and collection costs incurred by Orgentis and subsequently for the payment of the oldest invoices still pending.
- 9.6. As long as the customer has not met his payment obligations or other commitments, Orgentis is entitled to suspend all further deliveries. The customer grants Orgentis the right at any moment, even before the initial delivery, to require a bank guarantee as guarantee for meeting his payment obligations. As long as the requested bank guarantee has not been provided, Orgentis can stop any delivery.

Artikel 10. Complaints and guarantee

- 10.1. All data and information provided by Orgentis on the suitability and application of the products have been provided entirely without obligation and do not release the customer from his obligation to perform his own checks and tests or have them performed.
- 10.2. Orgentis needs to be informed in writing of complaints of the customer regarding the delivery, including those on the quality of the goods delivered, no later than 14 days after receipt of the products in default of which Orgentis is considered to have met her obligations regarding the goods delivered. If the customer has used all or part of the delivered goods, has processed, treated or delivered them on to third parties, he has no claim whatsoever toward Orgentis.
- 10.3. The customer is obliged to provide Orgentis with the possibility to check the claims. The fact that Orgentis proceeds to investigate a claim does not imply that Orgentis acknowledges any liability.
- 10.4. If the claims are found by Orgentis to be well-founded, Orgentis is exclusively obliged to replace free of charge the inferior (parts of the) products, without the customer being able in addition to claim any right to whatever reimbursement.
- 10.5. If a product is inferior, the customer is not entitled to refuse the entire order of which the product is a part.
- 10.6. The delivered goods can only be returned after prior written consent by Orgentis under the conditions to be stipulated by her. It goes without saying that the delivered goods are in unopened packaging and in unmixed and unprocessed condition.
- 10.7. Orgentis needs to be informed immediately of claims on invoices, if these are handed over at the same time as the product. If invoices are sent by post, claims regarding these invoices need to be submitted to Orgentis in writing within 8 days after date of invoice. After this term, claims are not dealt with anymore.
- 10.8. Submission of claims never releases the customer of his payment obligations toward Orgentis described elsewhere in these conditions and in the agreement between parties.
- 10.9. Deviations in colour, quality, form, weight and such customary in trade and damages to the products delivered that have occurred because the customer has acted contrary to the treatment instructions, are not eligible to be claimed.
- 10.10. Unless Orgentis issues a certificate of guarantee herself and with observation of the limitations set hereafter, Orgentis guarantees the proper functioning of the products delivered by her only to the extent that she is guaranteed this by her relevant suppliers or manufacturers and the agreement between parties is met in accordance with the guarantee-related stipulations that were given to her. In connection with this, Orgentis shall never be obliged to any other performance than the transfer of her rights toward the manufacturer to the customer, with additional provision of the certificates of guarantee concerned.
- 10.11. Complaints on products delivered are not dealt with and any guarantee expires if:
 - a. the errors are the consequence of improper use by the customer and/or by third parties employed by him, or if it concerns other causes than inferiority of material or production.
 - b. the customer and/or third parties employed by him has carried out or has had carried out modifications and/or treatments to the delivered products at his own initiative during the term of guarantee;
 - c. the customer does not, or not in a timely or proper manner, meet any obligation resulting from this or other agreements with Orgentis;
 - d. flaws are the result of external circumstances such as: fire, natural disasters, landslides, floods and weather conditions;
 - e. any governmental provision regarding the nature or quality of the delivered product applies.
- 10.12. The customer needs to provide Orgentis or the parties employed by Orgentis the possibility to investigate the guarantee claim.

Artikel 11. Packaging, description and other information

- 11.1. The products of Orgentis are always delivered in bulk or standard packaging. The weight, volume and/or the amounts indicated by Orgentis apply as the only basis of invoicing.

Artikel 12. Delivery, transportation and risk

- 12.1. Delivery takes place "ex works", in accordance with Incoterms 2010. The risk of the product is transferred the moment that Orgentis puts it at the disposal of the customer. Free delivery is only made if and insofar as this has been agreed in writing with Orgentis by the customer.
- 12.2. Notwithstanding the provisions of the previous paragraph, the customer and Orgentis may

agree that Orgentis ensures the transportation. In such a case the risk of loss, theft or damaging during transportation lies with the customer. The customer can insure himself against these risks.

- 12.3. Transportation and shipping costs are charged to the customer. Any specific wishes of the customer regarding transportation/shipment are only carried out if the customer has declared to pay for the additional costs thereof. The transportation/shipment costs charged by Orgentis are based on the costs charged by the transportation or postal delivery company employed.
- 12.4. The customer needs to ensure that the destination where the products need to be delivered is easily accessible.
- 12.5. The customer is obliged to immediately check the delivered products and the packaging on delivery for any flaws and/or visible damages, or to carry out this inspection after notification by Orgentis that the products are at the disposal of the customer.
- 12.6. The customer needs to (have) flaws and/or visible damages to the delivered products and/or the packaging present at delivery stated on the receipt of delivery, the invoice and/or the transportation documents, in default of which the customer is considered to have received the proper order undamaged. Claims in this respect shall than no longer be dealt with.
- 12.7. Orgentis is entitled to deliver in parts that can be invoiced separately.
- 12.8. Indication of the term of delivery is always approximate, unless expressly agreed otherwise in writing. Transgression of the term of delivery does not entitle the customer to reimbursement, dissolution of the agreement or to default on any obligation that should result for him from this or from any other agreement related with it.
- 12.9. The customer is obliged to accept the delivered products. The products not accepted by the customer are stored on the account and at risk of the customer.

Artikel 13. Reservation of property

- 13.1. All products continue to be the property of Orgentis until payment of all pending claims has been made. This stipulation does not prevent the risk regarding the loss of quality or damaging from transferring to the customer from the moment the products have been delivered.
- 13.2. As long as the property of the products has not been transferred to the customer, the customer is not allowed to pledge the products or grant third parties any other right to them. The customer is only allowed to sell the products on in the framework of his normal business exploitation.
- 13.3. In case the products are seized, the customer needs to inform Orgentis immediately of this.
- 13.4. The customer is obliged to store the products delivered under reservation of property with due carefulness and as recognizable property of Orgentis.
- 13.5. Orgentis is entitled to take back the products delivered under reservation of property which are still at the customer's premises if the customer defaults on meeting his payment obligations or has or runs the risk of having payment difficulties. The customer shall at all times provide Orgentis free access to his grounds and/or premises for inspection of the products and/or for exercising the rights of Orgentis.

Artikel 14. Advertising and information material

- 14.1. The advertising and information material provided against payment or for free by Orgentis to the customer to support the sale of products, continues to be the property of Orgentis.
- 14.2. On the first request of Orgentis, the customer shall return the advertising and information material free of charge and at the risk of the customer in undamaged and unchanged condition to Orgentis and discontinue and keep discontinuing the use thereof.

Artikel 15. Dissolution and suspension

- 15.1. If property of the customer is seized, the customer has been declared insolvent, has been granted a moratorium or otherwise loses the free disposition of his assets, or in case the company of the customer is shut down or liquidated, Orgentis is entitled to suspend (further) execution of all agreement(s) concluded with the customer or dissolve this/these agreement(s) entirely or partially, notwithstanding the right of Orgentis to reimbursement.
- 15.2. If the customer fails to meet his obligations toward Orgentis or Orgentis fears that the customer shall fail to meet his obligations and the customer is not able, on first demand of Orgentis, to provide adequate security for meeting his obligations, Orgentis is entitled to fully or partially dissolve the agreement(s), notwithstanding the right of Orgentis to reimbursement.
- 15.3. If an event occurs as meant in paragraph 1 and/or 2, all claims of Orgentis on the customer fall immediately and entirely due.

Artikel 16. Force Majeure

- 16.1. In case of force majeure Orgentis is entitled, without legal intervention, to suspend the execution of the agreement or to consider the agreement to be fully or partly dissolved, without her being obliged to any reimbursement as a result.
- 16.2. By force majeure is meant: any circumstance as a result of which keeping the agreement can not be reasonably expected from Orgentis anymore by the customer. Force majeure is meant in any case: war, war threat, uproar, flooding, water damages, fire, transportation difficulties, unforeseen technical complications, operational disorders, work strikes at Orgentis, blockades, import and export bans, full or partial seizure or reclamation of supplies at Orgentis' or at her suppliers' by the government, lack of transportation space, no delivery or untimely delivery by Orgentis' suppliers, machine malfunction, destruction and other stagnations in her company or in the company of her suppliers, as well as a so-called scarcity, resulting from price increases of the products and government measures, making delivery entirely or temporarily impossible or difficult.
- 16.3. If, in the opinion of Orgentis, the force majeure shall be temporary, she is entitled to suspend the execution of the agreement until the circumstance causing the force majeure is no longer existent. If, in the opinion of Orgentis, the force majeure is of permanent nature, parties can make an arrangement regarding the dissolution of the agreement and the pertaining consequences.
- 16.4. If Orgentis, in a situation of force majeure, has already partly met an obligation resulting from an agreement, she is entitled to invoice the products already delivered and the customer is obliged to pay this invoice as if it were a separate transaction.
- 16.5. The party that thinks to be (or end up) in a situation of force majeure, needs to inform the other party of this immediately.

Artikel 17. Liability and limitation

- 17.1. Orgentis can not be obliged to pay any damages resulting directly or indirectly from:
 - a. an event that is in fact outside her powers and can therefore not be attributed to her acts and/or omissions, such as described among others in Article 16 of these general conditions;
 - b. any act or omission of the customer, his subordinates or other persons who have been employed by or for the customer.
- 17.2. Orgentis is not liable for damages of whatever nature, because Orgentis acted on information provided by the customer that is incorrect and/or incomplete.
- 17.3. Orgentis is not liable for damages suffered by the customer because the customer does not store, process, package or transport the products in the proper manner, as a result of which damage to the products may arise.
- 17.4. Orgentis is not liable for damages caused for example by wrong or inexpert use or use contrary to the user instructions.
- 17.5. Orgentis is never liable for any damage caused by growth.
- 17.6. Orgentis is never obliged to pay reimbursement as a result of consequential damage. As consequential damage is considered in any case lost turnover, lost profit, missed savings, production damage, operational damage, stagnation damage and indirect damage.
- 17.7. If Orgentis should be liable for any damage, the liability of Orgentis is limited to the amount of the payment made by the insurer of Orgentis. If, in any case, the insurer does not proceed to pay or if the damages are not covered by the insurer, the liability of Orgentis is limited to the amount of the invoice, or to that part of the agreement to which the liability applies.
- 17.8. The liability restrictions incorporated in these general conditions do not apply if the damages can be attributed to intent or conscious recklessness of Orgentis or her subordinates.
- 17.9. Rights to action and other authorizations of the customer for whatever reason against Orgentis expire in any case after the expiry of 1 year from the moment a fact occurs for which the customer can use these rights and/or authorizations against Orgentis.

Artikel 18. Non-disclosure

- 18.1. Both parties are held to non-disclosure of all confidential information that they have received from each other or from other sources in the framework of their agreement. Information is considered to be confidential if the other party has indicated this or if this results from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it has been provided.

Artikel 19. Samples

19.1. If a sample has been provided to the customer, it is supposed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered shall be similar to that.

Artikel 20. Applicable law and competent court

20.1. Dutch law applies to all offers and agreements of Orgentis and their execution.

20.2. All disputes resulting from or in connection with an offer, order, agreement or commitment to which these conditions apply, or regarding the conditions themselves and their explanation or execution shall, to the extent legal provisions allow it, be decided on by the authorized judge in the district of The Hague.

Naaldwijk, September 2012