



GENERAL CONDITIONS BUREAU IMAC BLEISWIJK BV

Article 1: Concepts

IMAC: Bureau IMAC Bleiswijk BV, a consultancy company that specializes in technical cultivation and business consultancy concerning the cultivation of Anthurium and Phalaenopsis.

Client: Grower who wants to use the services of IMAC.

Article 2: Applicability

These conditions apply to all agreements entered into between IMAC and the client as laid down in a contract concerning rendering of services, as well as to any advice given by IMAC by order of the client and other activities.

Agreements in contravention of and/or in addition to these conditions will only be binding for the parties if they are confirmed in writing by the IMAC management.

Article 3: Activities of IMAC under the contract

3.1 The services to be delivered by IMAC to the client under the contract can include the following activities:

- **technical cultivation and business consultancy;**

members of the IMAC staff will visit the company a number of times (yet to be determined) a year. During these visits information on cultivation will be given and advice will be offered concerning the management.

- **consultancy by telephone**

concerns short consultations by telephone if, besides the advice given and explanations provided during the company visits, the client still has short questions which can be answered by telephone.

- **survey reporting;**

concerns general company surveys carried out by IMAC.

3.2 The service to be rendered by IMAC to the client under the contract covers all activities mentioned in article 3.1. More visits per year than those agreed and/or visits of more than 1.5 hour are charged extra to the client on the basis of an hourly rate yet to be determined.

Article 4: Prices

If IMAC carries out the activities mentioned in article 3.1 by order of a client without contract, such services will be charged to the client on the basis of the hourly rate (excl. VAT) applied by IMAC and communicated previously to the client.

Article 5: Payment

Payment of the fee for the services to be rendered by IMAC should be made in advance, within 30 days after invoice date. In default of payment within this period, the client will be legally in default. In this case, the client will have to pay IMAC interest of 1% per month or part of a month over the total amount of the fee due.

If, in the event of non-payment or delayed payment by the client, IMAC is compelled to

take legal advice for the collection of outstanding invoices, IMAC will be entitled to claim extrajudicial collection costs established at 15% of the total amount owed by the client, with a minimum of €75.00 excl. VAT.

Article 6: Duration of the agreement/termination

6.1 The duration of the agreement concerning rendering of services will be for an indefinite period of time.

6.2 Each party can terminate this agreement concerning rendering of services prematurely at the end of each contract year with a term of notice of at least two months.

Article 7: Liability

7.1 Advice and reports are provided or drawn up by IMAC to the best of its understanding and ability. Accordingly, IMAC cannot be held responsible for a certain result.

7.2 IMAC is entitled to outsource an assignment or a part thereof, or to have it carried out by third parties not employed by an assignee, if this stimulates a good and/or efficient performance of the assignment according to IMAC.

7.3 IMAC is not responsible for any possible damage caused by actions or omissions, including the provision of inaccurate or incomplete information, by the client.

7.4 Any possible compensation payable by IMAC to the client should not exceed the invoice value of the rendered services to which the complaint refers, unless the damage is caused intentionally or by serious misconduct on behalf of IMAC.

Article 8: Force majeure

8.1 If certain services cannot be carried out by IMAC, or cannot be carried out within the agreed deadlines, due to force majeure, IMAC should inform the client of these circumstances as soon as possible.

In that case, the parties shall be obliged to confer together on any possible substituting service, rescission or suspension, in whole or in part, of the agreement.

8.2 If the parties do not reach a settlement within a reasonable term after joint consultation, IMAC will be entitled to annul or suspend the agreement, in whole or in part, by virtue of force majeure.

Should IMAC not use this right within a reasonable time, the client will be entitled to annul the agreement.

8.3 Force majeure situations mean (computer-)failure and stagnation in the IMAC company, strikes, fire, extreme weather conditions, hindering government measures, wars, non-receiving of the material required to comply with the obligations of IMAC or failure to receive it in a timely fashion, as well as any circumstance of such a nature that commitment to the agreement can no longer be required from IMAC.

Article 9: Collaboration of the client

9.1 The client will provide in a timely fashion all relevant information required by IMAC for the sound performance of the agreed services.

9.2 IMAC has the right to suspend the performance of the agreement until the client has provided the required information.

Article 10: Confidentiality

10.1 IMAC will treat the information received from the client confidentially and will not submit such information to any third party for inspection unless explicit consent in writing is received from the client.

10.2 The client will not submit any advice, reports and notes provided by IMAC to third parties for inspection without IMAC's written permission.

10.3 IMAC will ensure meticulous storage and treatment of all information provided by the client. The client himself is obliged to keep copies of all the information provided to IMAC.

Article 11: Complaints

Complaints concerning services rendered by IMAC should be reported to IMAC both orally and in written form immediately, but in no case later than 8 days after they have been observed.

Article 12: Suspension

IMAC is entitled to suspend its obligations under the agreement as long as the client fails to pay (in a timely fashion) the invoices sent to him for these services and/or as long as the client fails to provide the information required by IMAC.

Article 13: Applicable law/competent court

Dutch law will be applicable to all agreements to which these general conditions refer. Any disputes which may arise from agreements entered into between IMAC and the client can only be submitted to the competent court in 's-Gravenhage.