

# TERMS OF COOPERATION WITH AGRO-NL CONSULT SOLUTIONS B.V.

**THESE TERMS APPLY TO ALL CONFIRMED ORDERS OF THE CLIENT, BROKER, COUNTERPARTY.**

## 1. THE ORDER AND PAYMENT PROCESS:

- 1.1) The base prices for Agro-NL Consult Solutions B.V. products are specified when purchasing products in the scope of at least 1 full machine (13.5 loading meters). Prices during the season may change depending on market conditions and goods availability. The current price is provided upon request in the form of an individual commercial offer "OFFER".
- 1.2) The minimum order amount is 10,000 euros.
- 1.3) The discount is granted for a one-time purchase of more than 1 full machine (13.5 loading meters).
- 1.4) Requests are accepted with a clear indication of full details of the Buyer's company and TIN (VAT). A request in Exel format contains varieties in Latin, quantity by variety, plant sizes, and dates of desired shipment.
- 1.5) "OFFER" is valid at the time of material availability. Packaging, labels, shipping costs, and customs clearance are not included. The seller can offer an alternative plant: in size, color, and variety. Final confirmation is at the buyer's discretion.
- 1.6) The approximate quantity of plant packaging, loading meters, shipping conditions, and time of shipment are specified after the client has confirmed the order in Proforma-Invoice according to the order reference "PROFORMA-INVOICE D.. ..".
- 1.7) When cooperating with a broker, its details are provided until the moment of registration of "PROFORMA-INVOICE".
- 1.8) The order is accepted for processing after sending to our address a scanned copy of the signed "Terms of Cooperation" and a payment order based on "PROFORMA-INVOICE". MANDATORY: Indicate the order number in the Object of Payment. The payment currency is Euro.
- 1.9) Order booking is carried out after receipt of funds on the settlement account in the amount of 100% prepayment from the order for fall deliveries, 70% prepayment for spring deliveries, followed by 100% additional payment at least 30 working days before shipment. The plants are the property of Agro-NL Consult Solutions B.V. until receipt of payment.
- 1.10) The plants will be booked within 3 working days from the date of funds receipt to our bank account. If the Buyer rejects the paid or prepaid goods, which have been booked in the warehouse of Agro-NL Consult SolutionS B.V. regardless of the booking period, Agro-NL Consult SolutionS B.V. is entitled to deduct the costs incurred by the Buyer from the amount of payment/prepayment.
- 1.11) Due to quality control at the time of shipment, and the actual quantity of plants being loaded, the amount of overpayment/underpayment shall be credited against the next order or refunded at the request of the Buyer.

The final cost of the order may differ from those specified in PROFORMA-INVOICE and shall be fixed in the INVOICE bill.

Please note that due to the strict control by the Netherlands banking systems over financial payments made to us, we no longer accept payments directly from clients or third-party counterparties.

That means that payment shall be made by the legal entity to which the Invoice and all subsequent export documents will be issued.

#### Explanation of third party payments

Third-party payments in this case means that payments are received from parties (legal or private persons) who are not parties to the commercial relationship to whom the invoice is addressed and goods and/or services are delivered. Third-party payments are not transparent. The identity of the actual payer and/or source of funds can be easily concealed and is therefore attractive to criminal and/or sanctioned organizations.

The identity of the actual payer and/or source of funds can be easily concealed and is therefore attractive to criminal and/or sanctioned organizations. Such income is related to drug or arms trafficking, corruption, or terrorist financing. This is commonly known as Trade-Based Money Laundering (TBML).

Agro-NL Consult SolutionS B.V. knows its clients and is not involved in criminal activities. This is partly based on the client's internal control measures. However, payments to third parties undermine the levels of these measures. The risk is escalated if the client does not view third-party fund receipt as a high-risk activity. Liability risks are present for Netherlands state-supported banks due to their obligations under WWFT.

#### Explanation of due diligence:

To confirm the legitimacy and transparency of the cooperation, we are entitled to request the following information from your broker contacts:

- 1) Legal entity extracts from the local commercial registration of trade relations of your country.
- 2) Confirmation of registration with the tax authority of your country and a valid VAT number.
- 3) Names of the legal entity's ultimate beneficial owners (UBOs), specifically the name and address of the private individual. UBO is defined as a private individual(s) who is the ultimate owner of or has control over, a legal entity.

This means an individual(s) who:

- directly or indirectly owns 25% or more of the shares; or
- directly or indirectly owns 25% or more of the voting rights for decision-making, other than day-to-day management; or
- directly or indirectly has a 25% or more ownership interest (distribution of profits or reserves); or
- has actual control.

Depending on the circumstances of the case and the risk associated with the payment relating to which the due diligence that has been performed, Agro-NL Consult SolutionS B.V. makes additional (research) efforts. This may include, for example, requesting statements from the relevant party about the payment and its business activity. Agro-NL Consult SolutionS B.V. carries out the final assessment of the need for such additional research.

The Dutch banks supported by Centro Bank: ING, ABN AMRO, RABO BANK reserve the right to request the above due diligence information for rechecking and review.

## 2. SHIPPING PROCESS:

- 2.1) Shipment is made on Exworks - Opheusden, the Netherlands (INCOTERMS 2020).
- 2.2) The actual date of shipment and requirements for the vehicle are agreed upon individually depending on the specifics of the planting material at least 21 calendar days after 100% payment. In case of non-receipt of funds to the settlement account of Agro-NL Consult SolutionS B.V. - shipment shall not be carried out.
- 2.3) The Buyer is responsible for finding and delivering the vehicle on the agreed shipment date.
- 2.4) **If the client does not remove the plants within 48 hours from the agreed shipment date, a new shipment date shall be approved additionally, Agro-NL Consult SolutionS B.V. declines any responsibility for the plant quality and will not accept any claims in this case, extra individual costs associated with storage are the Buyer's encumbrance.**
- 2.5) A vehicle and trailer license plate number must be received at least 24 hours before shipment, along with the driver's phone number and time cue for vehicle arrival at the goods dispatch area.
- 2.6) The loading duration is acceptable for 48 hours.
- 2.7) Loading at two addresses is acceptable in strict compliance with the procedure we have specified. Should this condition be violated, Agro-NL Consult SolutionS B.V. assumes no responsibility for the suitability of the total order scope in the specified number of loading meters in "PROFORMA-INVOCE D.. ..".
- 2.8) For variety identification 1 label per variety is used, the label per piece of plant has an additional cost and is calculated on the order individually at the time of its formation.
- 2.9) Upon prior request of the Buyer, Agro-NL Consult SolutionS B.V. can send an accompanying documents package for verification before the vehicle is released. Agro-NL Consult SolutionS B.V. hands over the package of export documents, depending on import and warranty regulations of the Buyer's country, to the transportation company, and the process of loading the vehicle is considered to be completed. The Buyer shall be instructed in writing if there are specific peculiarities of unloading, storage, and cultivation of planting material as required.
- 2.10) Upon completion of shipment and handing over the accompanying documents package, the responsibility for transportation, safety, quantity, and quality of the goods is transferred to the transportation company and the Buyer.

## 3. GOODS HANDOVER-ACCEPTANCE PROCESS:

- 3.1) Agro-NL Consult SolutionS B.V. performs photo recording of the loaded plants quality and their packed arrangement in the vehicle and sends the data to the Buyer. If the Buyer has not received the photo materials and/or the actual invoice for any reason within 48 hours - the Buyer shall immediately contact Agro-NL Consult SolutionS B.V. with a claim.
- 3.2) Acceptance of the goods is carried out at the time of arrival of the goods to the Buyer. Claims for non-compliance of goods with quantity and quality are addressed to the carrier (Broker).  
At the same time, 5% of supply deviations are the European acceptable norm.  
The Seller has not set a warranty period for the goods.
- 3.3) The Buyer understands that from the moment of loading the goods by the Seller until the moment of receipt of the goods by the Buyer, the goods are under the responsibility of the transportation company and undergo the processes of customs control. Customs officers have the right to take plant samples for possible pests or disease checks. Probable transshipment of the goods to another means of transportation and/or storage of the goods before handover to the Buyer and other processes that may affect the quantity and quality of the shipped plants shall be agreed upon with Agro-NL Consult SolutionS B.V.

- 3.4) Buyer shall unload with utmost care and create appropriate storage conditions depending on the specifics of the goods.
- 3.5) The client is obliged to notify the Seller in writing within 48 hours of receipt of the goods by filling in a CMR document signed in box 24, otherwise, no claims for delivery will be accepted.
- 3.6) If the Buyer lodges a claim against the goods having significant defects after the goods have been handed over, the Buyer shall be responsible for proving that the defects are due to the fault of Agro-NL Consult SolutionS B.V. or to reasons that occurred before the goods were handed over to the Buyer and not due to improper handling, transportation or storage conditions and care of the plants.
- 3.7) Any specific conditions of transportation, and storage shall be discussed jointly at the stage of order formation. Depending on the plant nature and the mode of transportation, the Buyer may find side effects upon acceptance. Any plants with exposed root systems should be unloaded in a draught-free room. The exposed root system of perennials should never be left outdoors. For example, when transporting exposed root of perennials and cereals, a frequent manifestation of temperature and environmental changes (excessive humidity and condensation) is the formation of white, gray and blue mold. Root viability is determined by the root elasticity to the touch and by pressing on the core of the plant = location of new bud formation. If the core is elastic, it is important to quickly arrange the boxes and open the bags, providing access to air and light to the roots. The roots must be treated immediately with systemic fungicides and planted in a fresh substrate within 24-48 hours, while the substrate must meet the crop requirements.
- 3.8) Should there be any doubtful situations, the Buyer shall inform the Seller, providing photo and video material of any side effects. The Seller on their part shall endeavor to give their best efforts and advice to improve the quality and viability of the plants.

#### **4. COMPLAINT ACCEPTANCE PROCESS:**

If the possible transfer of the goods to other means of transportation, possible storage of the goods before the transfer of the goods to the Buyer and other processes that may affect the quantity or quality of the shipped plants have not been agreed with Agro-NL Consult SolutionS B.V., then any claims to the quality or quantity of the goods will not be accepted.

#### **Agro-NL Consult SolutionS B.V. may consider a complaint if the following conditions are met:**

- 4.1) The Buyer shall make a video of the unloading process from the moment the vehicle is opened - opening each box individually and recording all problematic items in detail. The only way to prove the discrepancy in quantity and quality is photo and video recording at the time of transfer of the goods from the transportation company to the Buyer.
- 4.2) If the fact of complaint is established at the moment of receipt of the goods, the Buyer is obliged to declare this fact to the representative of the transportation company, as the goods were transferred from Agro-NL Consult SolutionS B.V. to the transportation company on EX Works terms.
- 4.3) The Buyer shall notify the manager of Agro-NL Consult SolutionS B.V. of a possible complaint within 48 hours. From Agro-NL Consult SolutionS B.V. The Buyer shall receive a letterhead to fill out and submit a complaint in writing.
- 4.4) Complaints are accepted within **8 calendar days** via the letterhead of Agro-NL Consult SolutionS B.V. from the moment the goods are unloaded by the recipient, the date of electronic appeal in writing determines the timeliness of the complaint. Upon expiration of the 8 calendar day complaint period, the client is deemed to have approved

the delivery and complaints are no longer considered. The only exception is the over-variety of plants and this fact shall be considered individually.

- 4.5) Agro-NL Consult SolutionS B.V. sets the temperature regime for the transportation of goods and assigns this condition in the CMR bill of lading, which is signed by the driver at the moment of acceptance of the documents and is considered as an instruction for correct execution. Where there is a significant discrepancy between the temperature indicated on the CMR bill of lading and the place of unloading, the Buyer shall request additional temperature setting instruction at least 24 hours prior to unloading. Buyer is not entitled to change the temperature regime at their discretion. Any transportation changes must be coordinated with Agro-NL Consult SolutionS B.V. During unloading, if plant quality violations are detected through external signs, it is required to ask the transportation company for thermal tape readings, indicating the number of the vehicle transporting the problematic batch. No complaints will be considered without provision of thermal tape.
- 4.6) When ordering planting material of a certain type, variety, size, shape, the Buyer shall realize that the features and characteristics of plants not specified in the order confirmation are individual. Accordingly, the appearance of the goods may not correspond to the photo in the catalog or other samples and photographic materials, as well as similar goods due to differences in the producer, age, size, method of plant formation, distinctive growing conditions, etc.
- 4.7) Plants are living commodities. Any effect of temperature, humidity, light, and many other factors directly affect the appearance and quality of plants. If the Buyer makes a complaint about goods with significant defects after the goods have been handed over the Buyer shall bear the responsibility of proving that the defects were caused by Agro-NL Consult SolutionS B.V. , or for reasons that occurred before the goods were handed over to the transportation company and not due to improper handling, transportation or storage conditions and plant care. If the goods are not properly cared for while they are in the complaint phase at the Buyer's premises, the Buyer shall forfeit any rights of claim against the supplier.

**These are not significant defects of the goods (planting material):**

- Partial and/or temporary loss of decorative value, due to natural reactions of plants to stress/conditions of transportation, transplantation, etc. (damage to needles, reduction of annual growth, changes in the color of shoots, needles and foliage, temporary loss of turgor, etc.). (damage to needles, reduction of annual growth, changes in the color of sprouts, needles and foliage, temporary loss of turgor, breakage, etc.)
- Minor damage to the sprouts or root system of plants which is unavoidable when digging up for delivery and/or sale of a plant with a closed root system in the form of a clot or a clot with a metal mesh.
- Trimming of plant sprouts by the manufacturer or Seller for the purpose of plant shaping or the specifics of transplantation, transportation, storage.

**The following may be recognized as significant defects of the goods (planting material):**

- Complete loss of decorative value due to mechanical damage to large skeletal branches, trunks through the fault of the Seller.
- Shrinkage/dieback/breakage of more than 30% of skeletal branches or sprouts of the plant, mass shedding of needles.
- Clear signs of disease and/or pest damage leading to or resulting in complete loss of decorative value and/or death of the plant, occurring prior to delivery of the goods to the Buyer.

If the complaint is acceptable, we undertake to inform the client unequivocally about the consequences of its resolution in writing.

In case of under-delivery of goods for reasons related to seasonality, availability in the supplier's warehouse, etc., the Buyer is entitled to a full refund of previously paid money or redelivery of goods in the next shipment. The exception is force majeure.

Please send any questions or suggestions for improving our cooperation in writing to [info@agro-nl.nl](mailto:info@agro-nl.nl).

## 5. Instructions to the TRANSPORTATION COMPANY.

- 5.1) Read the TERMS OF COOPERATION WITH AGRO-NL CONSULT SOLUTIONS B.V.
- 5.2) The Parties sign the Warranty Statement regarding the sanctions against Russia and Belarus.
- 5.3) The order placement process is started via the Order Carousel.
- 5.4) MANDATORY! Indicate the order number in the Object of Payment. Without a reference, the payment will not be credited to the account. We always specify the order reference in PROFORMA-INVOICE. For example PROFORMA-INVOICE D55 54321.
- 5.5) Transportation vehicle requirements must be met. There must be sufficient rods to fix the load (at least 4-5).
- 5.6) The shipping date is agreed upon at least 21 working days in advance. Agro-NL Consult SolutionS B.V. is not responsible for the on-time delivery of the vehicle.
- 5.7) A vehicle and trailer license plate number must be received at least 24 hours before shipment, along with the driver's phone number and time cue for vehicle arrival at the goods dispatch area.
- 5.8) Shipment is carried out on Ex Works Opheusden, the Netherlands (Ex.Works, Incoterms 2020), deviations from the of Ex Works terms are stipulated in writing. The main shipping hours are from 8:30 – 16:30. At Agro-NL Consult SolutionS B.V. discretion, shipments may be made beyond the company working hours, but the transportation company has no right to oblige Agro-NL Consult SolutionS B.V. employees to perform their work beyond their working hours.
- 5.9) The total shipping time shall not exceed 48 hours.
- 5.10) Main shipping address: Pottenveld 6a, 4043AB, Opheusden. (Additional shipping address Parallelweg 49c, 4043KH, Opheusden). At these addresses, the driver cannot put the vehicle directly on the ramp without an invitation for shipment. No vehicle may be left overnight at these addresses.
- 5.11) Shipment is possible to other addresses strictly specified by Agro-NL Consult SolutionS B.V. Agro-NL Consult SolutionS B.V. is not responsible for any additional costs incurred by the transportation company for non-compliance with the sequence of shipment.
- 5.12) When the vehicle arrives at the address, the driver is obliged to inform that they have come to pick up the goods for Agro-NL Consult SolutionS B.V. and to give the corresponding order reference. For example D55 54321.
- 5.13) **If the shipment is not made to the main addresses of Agro-NL Consult SolutionS B.V., the driver is strictly forbidden to name the final delivery locations to third parties. Identification of an order for shipment is accomplished only by specifying the order reference.**
- 5.14) At the time of shipment, the driver is authorized to hang their labels or markings on the goods. But the driver is not entitled to remove the labels or markings on the goods at the goods dispatch area without approval.
- 5.15) At the moment of shipment the driver is not authorized to command the personnel of Agro-NL Consult SolutionS B.V., all misunderstandings shall be resolved exclusively through the client or the freight forwarder of the goods.
- 5.16) At the time of shipment, the driver must have the seal of the transportation company with him. No handover of goods can take place without a stamp.

- 5.17) After shipment, an employee of Agro-NL Consult SolutionS B.V. will invite the driver to arrange the necessary load-accompanying documents. The cargo transportation temperature is specified in the CMR bill of lading and its strict observance is implied.
- 5.18) Once the paperwork is completed, the driver leaves the shipping address and the responsibility for the safety of the cargo is transferred to the transportation company.
- 5.19) All necessary documents shall be sent by e-mail to the freight forwarder. The cargo recipient is obliged to indicate the following text on the INVOICE bill "The good are recieved", sign and stamp. Besides, it is necessary to indicate in box 24 of the CMR bill of lading "The good are recieved", sign and stamp. Scanned documents must be submitted by e-mail before the specified deadline.
- 5.20) **When the transportation company transfers the cargo to the Recipient, the representative of the transportation company is obliged to request from the Recipient a written confirmation that the Recipient has no complaints about the quality of the goods.**
- 5.21) **If the Recipient has a complaint about the quality of the goods at the time of cargo handover, both parties are obliged to record this fact via photo-video material, which will serve as an object for further consideration of the arisen claims.**
- 5.22) Unless the above-mentioned evidence is provided, Agro-NL Consult SolutionS B.V. will not accept any responsibility for damage to the goods or their failure to meet the expected quality.

Please send any questions or suggestions for improving our cooperation in writing to [info@agro-nl.nl](mailto:info@agro-nl.nl).

\_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (STAMP)

**Familiarization with the "TERMS OF COOPERATION WITH AGRO-NL CONSULT SOLUTIONS B.V." occurs through electronic communication.**

**If these terms are not signed, but the order is confirmed through payment to Agro-NL Consult Solutions B.V., the client automatically agrees to the terms of delivery.**

**These delivery terms take effect on September 1, 2024.**

## 6. OUR EMPLOYEE'S CONTACTS:

### **CEO: Alina Lomans**

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)

Tel: +31(0)6 485 60 969 (WhatsApp, Viber, Telegram)

### **Sales in Eastern Europe: Max Skevich**

Tel: +31(0)6 152 22 129 (WhatsApp, Viber, Telegram)

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)

### **Purchase: Cor Ooteman**

Tel: +31(0)6 271 52 546 (WhatsApp, Viber, Telegram)

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)

### **Logistics: Albert Lomans**

Tel: +31(0)6 275 50 (WhatsApp, Viber, Telegram)

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)

### **Marketing: Daniel van Hasselaar**

Tel: +31(0)6 253 65 233 (WhatsApp, Viber, Telegram)

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)

### **Climate and Sustainable concept "Urbis Green": Desmond Lartey**

[info@agro-nl.nl](mailto:info@agro-nl.nl) | [www.agro-nl.com](http://www.agro-nl.com)



## 7. COMPANY DETAILS

|                           |  |  |
|---------------------------|--|--|
| Beneficiary               | <b>AGRO-NL CONSULT SOLUTIONS B.V.</b>  |  |
| Address - Post & Invoice  | Grote Vuurvlinder 14, 4007HZ, Tiel, The Netherlands  |  |
| Address - Loading         | Pottenveld 6a, 4043AB, Opheusden   |  |
| Beneficiary's Bank        | <b>ING Bank NV</b>   |  |
| Bank Address              | PO box 1800, 1000BV Amsterdam, The Netherlands   |  |
| BIC/SWIFT                 | INGBNL2A   |  |
| IBAN (Account)            | NL 27 INGB 0006 8984 65  |  |
| Beneficiary's Bank        | <b>ABN AMRO</b>  |  |
| Bank Address              | Gustav Mahlerlaan 10, 1082 PP, Amsterdam, The Netherlands  |  |
| BIC/SWIFT                 | ABNANL2A   |  |
| IBAN (Account)            | NL 55 ABNA 0103 9890 99  |  |
| BTW                       | NL859234587B01   |  |
| NAK                       | 87565  |  |
| KVK                       | 72782188   |  |
| EUORI NUMBER              | NL 859234587   |  |
| <b>Payment amount:</b>    | € .....  |  |
| <b>Legal Entity Name:</b> |  |  |
| <b>NOTA BENE!</b>         | <b>The order number is mandatory in the payment destination line. <u>A</u> payment without a reference will not be credited.</b> |  |