

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

THESE CONDITIONS APPLY TO ALL CONFIRMED ORDERS OF CLIENTS, BROKERS, AND COUNTERPARTIES.

1. ORDER AND PAYMENT PROCESS:

- 1.1) The basic prices for the products by Agro-NL Consult Solutions B.V. hereinafter referred to as Agro-NL CS (Seller) are stated for purchases of products in the amount of at least 1 full truck (13.5 loading meters). Prices during the season may vary depending on the market situation and the availability of goods. The current price is provided on request in the form of an individual commercial OFFER.
- 1.2) The discount is available for a one-time purchase of more than 1 full truck (13.5 loading meters).
- 1.3) The minimum order amount is 10,000 euros.
- 1.4) Requests are accepted at info@agro-nl.nl and have an explicit indication of the full details of the Buyer's company, with the indication of the VAT number. The request in Excel format shall contain cultivars in Latin, the amount by cultivars and sizes of plants, the desired shipment dates.
- 1.5) The OFFER is relevant at the time when the material is available. Packaging, labels, shipping costs and customs clearance are not included in the price. The Seller can offer an alternative plant: of different size, colour or cultivar. The final confirmation is at the discretion of the Buyer.
- 1.6) Packaging for plants, approximation of loading meters, labels, conditions and terms of shipment shall be indicated in the ORDER CONFIRMATION.
- 1.7) The order is accepted for processing after you send a scanned copy of the signed Terms of Cooperation and sealed ORDER CONFIRMATION to our address.
- 1.8) When working with a broker, its details are provided before the PROFORMA-INVOICE is issued.
- 1.9) After receiving a scanned copy of the ORDER CONFIRMATION, we issue a PROFORMA-INVOICE for payment. The basis for an order reservation shall be the receipt of funds to the payment account in the amount of 50% of the order. An exception by agreement may be a Payment order. The payment currency is Euro. MANDATORY: Indication of the order number in the object of payment line.
- 1.10) The plant reservation is created within 3 working days from the moment the funds are credited to our bank account. If the Buyer rejects the paid or prepaid goods that were reserved in the Seller's warehouse, the Seller has the right to deduct the costs incurred from the amount of payment/prepayment.
- 1.11) The shipment is made no earlier than 14 days after 100% payment. Until payment is received, the plants are the property of Agro-NL CS.
- 1.12) If there is no payment, the shipment is not made.
- 1.13) The final cost of the order may differ from that indicated in the PROFORMA-INVOICE, and is fixed in the final INVOICE.



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14, 4007HZ, Tiel
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+31(6)485 60 969
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Due to the quality control at the time of shipment, and the actual number of plants shipped, the amount of overpayment/ underpayment shall be taken into account in the balance for the next order or refunded upon request.

Please note that since the banking systems of the Netherlands strictly control the financial payments coming to us, we no longer accept payments from counterparties who are third parties.

This means that the payment must come from the legal entity to which the Invoice and all subsequent export documents will be issued.

Explanation of payments by third parties

Payments from third parties in this case mean the payments received from parties (legal entities or individuals) who are not participants in commercial relations, 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 therefore they are attractive to criminal and/or sanctioned organizations.

Criminal organizations use legitimate trading activities to launder illegally obtained funds. Such income can be 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 their clients and does not participate 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 compounded if the client does not consider the receipt of funds by third parties as a high-risk activity. Liability risks are present for Dutch Banks with state support due to the obligations under WWFT.

Explanation of due diligence:

To confirm the legality and transparency of cooperation, we have the right to request the following information from you:

- 1) Legal entity extracts from the local commercial registration of trade relations in your country.
- 2) Confirmation of registration with the tax authority of your country and a valid VAT number.
- 3) The names of the ultimate beneficial owners (UBO) of the legal entity, namely the full name and address of the individual. UBO is defined as an individual (persons) who is the ultimate owner or has control over a legal entity. This means a person (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 25% or more of the ownership share (distribution of profits or reserves); or
- has (have) actual control.



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Depending on the circumstances of the case and the risk associated with the payment, in respect of which a comprehensive audit was carried out, Agro-NL Consult SolutionS B.V. makes additional (research) efforts, which are mandatory. This may include, for example, requesting payment statements and statements of the business activity from the relevant party. The final assessment of the need for such additional research is made by Agro-NL Consult SolutionS B.V.

Dutch banks supported by the Central Bank: ING, ABN AMRO, RABOBANK reserve the right to request the above information about due diligence for rechecking and review.

2. SHIPMENT PROCESS:

- 2.1) Shipment is made on the terms of Ex Works, the Netherlands (EXW, Incoterms 2010).
- 2.2) The date of shipment and the requirements for the vehicle are negotiated individually, depending on the specifics of the planting material, at least 14 calendar days before 100% payment.
- 2.3) The Buyer is responsible for finding and delivering the vehicle on the agreed date for loading.
- 2.4) In case of non-delivery of vehicles for loading on the agreed date, the new shipment date is approved additionally. At the same time, Agro-NL CS is not responsible for the preservation of plant quality.
- 2.5) The vehicle number is submitted at least 24 hours before the actual shipment.
- 2.6) The duration of loading is allowed for a period of 48 hours.
- 2.7) Loading at two addresses is allowed under the procedure strictly specified by us. In case of violation of this condition, Agro-NL CS does not assume responsibility for the capacity of the total order volume in the number of loading meters specified in the ORDER CONFIRMATION.
- 2.8) To identify the cultivar, 1 label per cultivar is used, the label per plant piece has an additional cost and is calculated for the order individually at the time of its formation.
- 2.9) Upon prior request of the Buyer, Agro-NL CS can send a package of accompanying documents for inspection before the vehicle is released. Agro-NL CS transfers the package of export documents, depending on the import-quarantine regulations of the Buyer's country, to the transport company and then the process of loading vehicles is considered completed. If there are specific features of unloading, storage, cultivation of planting material, the Buyer receives the necessary instructions from the Seller in writing.
- 2.10) After the shipment is completed and the package of accompanying documents is handed over, the responsibility for transportation, safety, quantity and quality of the goods passes to the Buyer.

3. PROCESS OF TRANSFER AND ACCEPTANCE OF THE GOODS:

- 3.1) Agro-NL CS performs a photo fixation of the quality of the loaded plants and their placement in a packed form in the vehicle and sends the data to the Buyer. If for any reason the Buyer has not received the photo materials and/or the actual invoice within 48 hours, he must immediately contact the Seller with a request.



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- 3.2) Acceptance of the goods is made at the time of arrival of the goods to the Buyer. Claims for non-conformity of the goods to quantity and quality are addressed to the carrier (Broker).
At the same time, 5% of delivery deviations are the European permissible norm.
The Seller has not set a warranty period for the product.
- 3.3) The Buyer is aware that from the moment the goods are loaded by the Seller until the moment the goods are received by the Buyer, the goods undergo customs control processes. Customs officers have the right to take samples of plants for the presence of possible pests or check for diseases. The probable transshipment of the goods to another vehicle and/or warehousing of the goods before the transfer to the Buyer, and other processes that may affect the quantity and quality of the shipped plants, must be agreed with Agro-NL CS.
- 3.4) The buyer shall perform the unloading as accurately as possible and create appropriate storage conditions depending on the specifics of the goods.
- 3.5) From the moment of receipt of the goods, within 48 hours, the customer undertakes to notify the Seller of the acceptance of plants in writing, otherwise claims related to delivery will not be accepted.
- 3.6) When the Buyer claims the goods have significant defects after the transfer of the goods, the Buyer bears the burden of proving that the defects of the goods arose through the fault of the Seller, or for reasons that arose before the transfer of the goods to the transport company, and are not caused by improper handling, transportation or storage conditions and care of plants.
- 3.7) Any specific conditions of transportation or storage must be discussed together at the stage of order formation. Depending on the nature of the plants and the format of their transportation, the Buyer may detect side effects when receiving them. Unloading of any plants with a bare root system must be carried out in a room closed from drafts. Perennials with bare root system must not be left outside under no circumstances. For example, when transporting bare roots of perennial plants and cereals, a particular manifestation of changes in temperature and environment (excessive humidity and condensation) is the formation of white, grey and blue mold. The viability of the roots is determined by the elasticity of the root to the touch and when pressed on the core of the plant = the place of formation of new buds. If the core is elastic, it is important to quickly arrange the boxes and open the bags, providing access of 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 needs of the cultivars.
- 3.8) In case of doubtful situations, the Buyer must inform the Seller by providing photo and video materials about any side effects. The Seller, for their part, tries to make every effort and provide advice to improve the quality and viability of plants.

4. PROCESS OF ACCEPTING COMPLAINTS:

- 4.1 If, a transshipment of the goods to another vehicle is likely, and the 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 CS., then any claims to the quality or quantity of the goods will not be accepted.



Agro-NL CS can consider the complaint if the following conditions are met:

- 4.2 The Buyer must videotape the process of unloading the goods from the moment the vehicle is opened – with opening the boxes one by one and recording all the problematic issues in detail. The only way to prove the discrepancy in quantity and quality is photo- and video-record at the time of transfer of the goods from the transport company to the Buyer.
- 4.3 If a Buyer states the fact of a complaint at the time of receipt of the goods, the Buyer is obliged to declare this fact to the representative of the transport company, since the goods were transferred from Agro-NL CS to the address of the transport company on EX-Works terms .
- 4.4 Within 48 hours, the Buyer shall notify the manager of Agro-NL CS about a possible complaint. From Agro-NL CS, the Buyer receives a letterhead to fill out and submit a complaint in writing.
- 4.5 Complaints are accepted on the letterhead of Agro-NL CS within 8 calendar days from the moment the goods are unloaded by the recipient, the timeliness of the complaint is determined by the date of the email/message in the messenger. After the expiration of the complaint period of 8 calendar days, the customer is considered to have approved the delivery and complaints are no longer considered.
- 4.6 The Seller shall set the temperature regime for the transportation of the goods and assign this condition to the broker on the CMR-bill of lading, which is signed by the driver at the time of acceptance of the documents and is considered an instruction for proper execution. The Buyer does not have the right to change the temperature regime at their discretion. Any changes to the transportation conditions must be agreed with the Seller. When unloading, if violations of the quality of plants are detected by external signs, please request the readings of the thermal tape from the transport company and indicate the number of the truck which was transporting the problem batch.
- 4.7 When ordering planting material of a certain type, cultivar, size, shape, the Buyer is aware that the features and characteristics of plants not specified in the order confirmation are individual and, therefore, the appearance of the product may not coincide with the photo in the catalogue or other samples and photographic materials, as well as similar products due to differences in the manufacturer, age, size, method of plant formation, different growing conditions, etc.
- 4.8 Plants are living goods. Any influence of temperature, humidity, light, and many other factors directly affect the appearance and quality of plants. When the Buyer claims the goods have significant defects after the transfer of the goods, the Buyer bears the burden of proving that the defects of the goods arose through the fault of the Seller, or for reasons that arose before the transfer of the goods to the transport company, and are not caused by improper handling, transportation or storage conditions and care of plants. In case of improper care of the product while it is on the Buyer's territory during the complaint review phase, the Buyer shall lose any rights to claim against the Supplier.

These are not significant disadvantages of the product (planting material):

- Partial and/or temporary loss of decorative effect due to natural reactions of plants to stress /conditions of transportation, transplanting, etc. (damage to needles, reduction of annual growth, change in colour of shoots, needles and foliage, temporary loss of turgor, breaks, etc.)
- Minor damage to the shoots or root system of plants, which is inevitable when digging for the case of delivery and / or sale of a plant with a closed root system in the form of a clod, or a clod in a metal mesh.



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- Pruning of plant shoots by the manufacturer or seller in order to form plants or features of transplantation, transportation, storage.

Significant disadvantages of the product (planting material) can be acknowledged as follows:

- Complete loss of decorative effect due to mechanical damage of large skeletal branches, trunks due to the fault of the Seller.
- Shrinking/dying/breaking of more than 30% of skeletal branches or shoots of the plant, mass dumping of needles.
- Obvious signs of disease and / or damage to plants by pests, which lead or can lead to a complete loss of decorativeness and/or death of the plant, if they occur before the transfer of the goods to the Buyer.

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

In case of short delivery of the goods for reasons related to seasonality, availability in the supplier's warehouse, etc., the Buyer has the right to refund previously paid funds in full, or to over-deliver the goods by the next shipment. Force majeure circumstances can be an exception.

All questions or suggestions for improving our cooperation with you, please send in writing to: info@agro-nl.nl

5. TRANSPORT

- 5.1) Get acquainted with the TERMS OF COOPERATION WITH AGRO-NL CONSULT SOLUTIONS B.V.
- 5.2) The parties sign a Guarantee Statement regarding sanctions against Russia and Belarus.
- 5.3) The ordering process starts through the "Order Carousel".
- 5.4) MANDATORY! Indication of the order number in the object of payment line. Without the reference, the payment will not be credited to the balance. We always indicate the order reference in the PROFORMA-INVOICE. For example, PROFORMA-INVOICE D55 54321.
- 5.5) Transport requirements must be met. There must be sufficient number of rods for fixing the load (at least 4-5).
- 5.6) The date of shipment is negotiated at least 10 working days in advance. Agro-NL CS is not responsible for the timely delivery of the vehicle.
- 5.7) At least 24 hours before shipment, please obtain the number of the truck and trailer, as well as the driver's phone number and a reference point for the time of delivery of the vehicle to the shipping site.
- 5.8) Shipment is carried out on the basis of FCA Opheusden, the Netherlands (FCA, Incoterms 2010), deviations from the FCA conditions are specified in writing.
- 5.9) The main shipping hours are 8:30 – 16:30. At the discretion of Agro-NL CS, shipments may be made outside of the company's working hours, but the transport company has no right to oblige Agro-NL CS employees to perform their work outside the scheduled time.
- 5.10) The total shipping time should not exceed 48 hours.
- 5.11) Main Release Address: Pottenveld 6a, 4043AB, Opheusden. (Additional Release Address Parallelweg 49c, 4043KH, Opheusden). At these addresses, the driver cannot put the vehicle directly on the ramp before it was invited for loading. It is not allowed to leave the vehicle at these addresses overnight.
- 5.12) Shipment is possible at other addresses under the procedure strictly specified by Agro-NL CS. In case of non-compliance with the procedure of shipment, Agro-NL CS is not responsible for the occurrence of additional costs for the transport company.



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- 5.13) When the truck is delivered to the address, the driver must inform that he has arrived to pick up the cargo for Agro-NL CS and name the appropriate order reference. For example, D55 54321.
- 5.14) If the shipment is not carried out at the main addresses of Agro-NL CS, then the driver is strictly prohibited from disclosing the final delivery locations of the cargo to third parties. Identification of the order for shipment made only by specifying the order reference.
- 5.15) At the time of shipment, the driver has the right to hang his labels or markings on the goods. But he does not have the right to rip off or remove the existing labels or marking of the goods at the shipping site without authorization.
- 5.16) At the time of shipment, the driver does not have the right to command Agro-NL CS personnel, all misunderstandings should be resolved exclusively through the client or freight forwarder.
- 5.17) At the time of shipment, the driver must have the seal of the transport company with him. Without a seal, the transfer of the cargo cannot be carried out.
- 5.18) After shipment, the Agro-NL CS employee will invite the driver to issue the necessary accompanying documents. The temperature for cargo transportation is indicated in the international assignment note and its strict observance is implied.
- 5.19) After the paperwork is completed, the driver leaves the shipping address and responsibility for the safety of the cargo passes to the transport company.
- 5.20) All required documents are sent by e-mail. The recipient of the cargo must show the following text on the INVOICE: "The good are received", signature and seal. And also please specify in the international assignment note document in column 24 as follows: "The good are received", sign and seal. . Scanned documents must be submitted by e-mail before the specified deadline.
- 5.21) When the cargo is transferred by the transport company to the Recipient, the representative of the transport company must request a written confirmation from the Recipient that the Recipient has no claims to the quality of the goods.
- 5.22) If at the time of the transfer of the cargo the Recipient has a claim to the quality of the goods, then both parties must record this fact in the photo and video material, which in the future will serve as a basis for further consideration of the claims that have arisen.
- 5.23) Without the above evidence, Agro-NL CS will not take responsibility for damage to the product or its non-compliance with the expected quality.

_____ (SIGNATURE) _____ (STAMP)



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The sales conditions of Agro-NL Consult Solutions B.V. apply to all agreements, can be sent on request.



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6. CONTACTS:

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Logistics assistant: Severin Dery

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Climate and Sustainable concept "Urbis Green": Desmond Lartey

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7. OUR MOST RECENT DETAILS:

Beneficiary:	Agro-NL Consult SolutionS B.V.
Address: Post en Invoice	Grote Vuurvlinder 14, 4007HZ, Tiel, The Netherlands
Address: Loading	Pottenveld 6a, 4043AB, Opheusden, , The Netherlands
Beneficiary's Bank:	ING Bank NV
Bank Address:	PO box 1800, 1000BV Amsterdam, The Netherlands
BIC/SWIFT:	INGBNL2A
IBAN (Account):	NL 27 INGB 0006 8984 65
Beneficiary's Bank:	ABN AMRO
Bank Address:	Gustav Mahlerlaan 10, 1082 PP, Amsterdam, The Netherlands
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