

## General Terms and Conditions

### Article 1 – Definitions

In these General Terms and Conditions terms, that start with a capital letter, are defined as follows:

- 1.1 **Agraplan**: the private limited liability company under the Laws of the Netherlands Agraplan Farmaca B.V., having its statutory seat in Hardenberg, the Netherlands, actually seated at Maalstoel 6 in 7773 NN Hardenberg;
- 1.2 The Counterparty: a natural person or legal person that buys/purchases the products of **Agraplan**;
- 1.3 Product: all movable goods and/or services to be delivered by **Agraplan** to the Counterparty.

### Article 2 – General

- 2.1 These General Terms and Conditions (hereinafter: the “GTC”) are applicable to each and any subsequent offer, order, designated offer, order confirmation, agreement, delivery and services between Agraplan and a Counterparty to which these GTC have been declared applicable, insofar no deviation has been made by parties from these GTC explicitly and in writing.
- 2.2 These GTC have been filed at the Chamber of Commerce in Zwolle, published on the website [www.agraplan.nl](http://www.agraplan.nl) and will be sent free of charge upon request.
- 2.3 The present GTC are also applicable to agreements with Agraplan, for the execution of which third parties must be involved by Agraplan.
- 2.4 The applicability of possible terms and conditions of purchase or otherwise of the Counterparty is explicitly rejected.
- 2.5 If one or more stipulations in these GTC are at any moment in whole or in part invalid or would be invalidated, then the remaining stipulations in these GTC stay fully applicable. Agraplan and the Counterparty shall then enter into consultation in order to agree upon new stipulations for the replacement of the invalid or invalidated stipulations, whereby as much as possible the purpose and the tenor of the original stipulations will be observed.
- 2.6 If a lack of clarity exists regarding the interpretation of one or more stipulations of these GTC, then the interpretation must take place ‘in accordance with the spirit’ of these stipulations.
- 2.7 If between parties a situation occurs that has not been regulated in these GTC, then this situation must be assessed in accordance with the spirit of these GTC.
- 2.8 If Agraplan does not require always strict compliance with these GTC, then this does not mean that the stipulations thereof are not applicable, or that Agraplan to any degree would lose the right to require in other instances the strict compliance with the stipulations of these GTC.

### Article 3 – Offer/designated offer

- 3.1 The offer contains a complete, precise description of the Products to be delivered. This description must be sufficiently detailed to make a good assessment of the offer by the Counterparty possible.
- 3.2 The offer is accompanied by a copy of these GTC or points at the applicability of the GTC.
- 3.3 The agreement is concluded by acceptance of the offer.

### Article 4 – Offers, designated offers, advices, orders

- 4.1 All offers and designated offers of Agraplan are non-binding, unless in the offer a term for acceptance has been set. An offer becomes void if the Product in the meantime cannot be delivered anymore by Agraplan.
- 4.2 Agraplan has the right to replace Products by equivalent products.
- 4.3 Agraplan has the right to reduce orders (in scope) or to divide an order in more parts. Hereof is among others an instance if, in the opinion of Agraplan, a larger quantity (products) is ordered than commensurate with the size of the enterprise.
- 4.4 Agraplan cannot be held to its designated offers or offers if the Counterparty reasonably can understand that the designated offers or offers, or a part thereof, contains an obvious error or typo.
- 4.5 The stated prices are exclusive of VAT and other levies (by the government) and costs unless otherwise stated by Agraplan.

#### **Article 5 – Price and price changes**

- 5.1 The price that the Counterparty must pay will be agreed in advance. The prices are based on the cost factors applicable at the time of the conclusion of the agreement, such as materials, wages, taxes, levies etc.
- 5.2 If the prices, both the cost prices and prices, for which the Counterparty sources goods and/or services from others, change between the time of delivery, then Agraplan has the right to change the agreed price accordingly or to cancel the order. Agraplan is not liable for the damage that emerges and shall emerge directly or indirectly from this change or cancellation. If a price change is introduced after the order by Counterparty, then Counterparty has the right to cancel the order in compliance with article 8.9.
- 5.3 If this price change emerges within three (3) months after the conclusion of the agreement, but still before the delivery, then the Counterparty retains the authority to dissolve the agreement.

#### **Article 6 – Delivery terms, execution and change agreement**

- 6.1 The Counterparty shall place orders for Products in writing, per fax or per e-mail with Agraplan. Each order shall state:
- the date of sending of the order;
  - the type of Products that is being ordered;
  - the quantity of Products that is being ordered;
  - the place of delivery;
  - the desired delivery date of the Products;
  - a reference number.
- 6.2 If Agraplan accepts the order of the Counterparty, then Agraplan shall confirm this within two working days after receipt of the order referred to in article 6.1 in writing, per e-mail or per fax to the Counterparty. If Agraplan sends no confirmation of acceptance in writing of the order to the Counterparty within the term mentioned in the previous sentence, then the order is deemed to have been refused.
- 6.3 If the content of the acceptance in writing referred to in article 6.2 deviates from the content of the order form, then the Counterparty shall be bound to the content of the acceptance in writing, unless he informs within two working days after shipment by Agraplan of the acceptance in writing, per e-mail or per fax to the deviation.
- 6.4 After acceptance of an order, Agraplan shall deliver the Products in accordance with the accepted order. Agraplan is authorised to deliver the order in instalments and to invoice in phases in relation to the terms or instalments.
- 6.5 Agraplan is not bound to the desired delivery date such as stated on the order form as referred to in article 6.1. Agraplan shall inform the Counterparty over the actual delivery date when this has been established by Agraplan. If Agraplan delivers the order in terms, then Agraplan shall inform the Counterparty about the delivery date of each of the terms.
- 6.6 In case of delay in the delivery compared with the established delivery date referred to in article 6.5, Agraplan shall inform the Counterparty here over. The Counterparty has the right to declare Agraplan within three (3) working days after receipt of this information in writing in default, and to establish a final, reasonable delivery date, and to cancel the order in writing if delivery does not take place before this final reasonable delivery date, unless delivery takes place after all before the Counterparty has sent this cancellation in writing to Agraplan
- 6.7 The risk of loss, theft, damaging, reduction of value and all other risks with regard to the Products to be delivered, shall be transferred to the Counterparty at the moment of shipment to the Counterparty. Under delivery is also understood the bringing into the control of the Counterparty of the Products, the handover of the Products to the Counterparty or presenting of the Products on the delivery address of the Counterparty.
- 6.8 Delivery takes place from the practice of Agraplan. If the delivery takes place in the offices of the Counterparty, then the transport costs will be for the account of the Counterparty. The Counterparty is obliged to take-off the goods on the moment that these are made available to him. If the Counterparty refuses take-off or is negligent in the provision of information or instructions that are necessary for the delivery, then Agraplan is authorised to store the goods for the account and risk of the Counterparty.

- 6.9 The Counterparty is responsible for the lawful administrative obligations with regard to delivery of products and veterinary provision of services on his enterprise. Agraplan can be of assistance hereby but is not liable for shortcomings or the absence of documents.
- 6.10 If the Counterparty should be in default with the proper compliance with what he is bound to towards Agraplan, then the Counterparty is liable for all damage (therein included costs) at the side of Agraplan emerged because of it directly or indirectly.
- 6.11 If Agraplan agrees a fixed price with the Counterparty, then Agraplan is nevertheless at all times authorised to increase of this price without that the Counterparty in that case is authorised to dissolve the agreement for that reason, if the increase of the price derives from an authority or obligation according to the law or regulations or finds its cause in a rise of the price of raw materials, wages etcetera or on other grounds that at the time of the conclusion of the agreement were reasonably not foreseeable.
- 6.12 If by or on behalf of the Counterparty, after order, products are collected from the practice of Agraplan, then one must be able to present proper identification and if necessary, present an authorisation from which the authority to the collection of the products shows.
- 6.13 In consultation between Agraplan and the Counterparty it is possible that the entire or partial order in the sense of article 6.1 will be designated by Agraplan as "returns"/return order against the amount for crediting further to be determined. In any case Agraplan will not take back Products after a date of 60 (sixty) days after the date of the invoice, no opened packaging and no dirty packaging.
- 6.14 The Counterparty shall not change, not remove and not alter the fires, numbers or other identification signs, that are used on or in connection with the Products.
- 6.15 Agraplan and the Counterparty can agree that at the purchase of the products by the Counterparty, products can be exchanged. Opened packaging, soiled packaging, products with a date after 90 (ninety) days after the date of the invoice cannot be exchanged. Agraplan and the Counterparty shall determine in compliance herewith in mutual consultation whether the products can be exchanged or not. The risk of the products to be exchanged remains with the Counterparty until the moment that the Counterparty has transferred these to Agraplan.

#### **Article 7 – Retention of title**

- 7.1 All goods delivered by Agraplan in the framework of the agreement remain property of Agraplan until the Counterparty has properly complied with all obligations from the agreement(s) concluded with Agraplan, including the interest and out-of-court costs, such as included in article 10.3 respectively 10.8.
- 7.2 Goods delivered by Agraplan, that according to section 1 fall under the retention of title, may not be sold onward and may never be used as payment instrument. The Counterparty is not authorised to put a lien on or in any other manner encumber the goods falling under the retention of title.
- 7.3 The Counterparty must always do all that reasonably can be expected of him to secure the property rights of Agraplan.
- 7.4 If third parties wish to put an attachment on the goods delivered under retention of title or wish to vest or claim rights thereon, then the Counterparty is obliged to notify Agraplan thereof immediately.
- 7.5 The Counterparty obliges himself to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to give the policy of this insurance upon first request to Agraplan for viewing. In case of a possible pay-out of the insurance, Agraplan is entitled to these monies. Insofar as necessary, the Counterparty commits himself towards Agraplan in advance, to grant his cooperation to all what in that framework might (prove to) be necessary or desirable.
- 7.6 In case Agraplan wishes to exercise its property rights referred to in this article, then the Counterparty gives in advance unconditional and not revocable permission to Agraplan and third parties to be designated by Agraplan to access all those places where the properties of Agraplan are located and to take back those goods.

## **Article 8 – Suspension, dissolution and in-between cancellation of the agreement**

- 8.1 Agraplan is authorised to suspend the compliance with the obligations or to dissolve the agreement, if among others:
- the Counterparty does not, not fully or not timely comply with the obligations from the agreement. Of this situation there is in any case an instance if the Counterparty does not pay the outstanding invoices in whole or in part;
  - circumstances come to the knowledge after the conclusion of the agreement, give Agraplan good ground to fear that the Counterparty shall not comply with the obligations;
  - the Counterparty has been requested at the conclusion of the agreement to provide surety for the satisfaction of his obligations from the agreement and this surety remains absent or is insufficient;
  - if by the delay at the side of the Counterparty, it cannot be required any longer of Agraplan that it shall comply with the agreement against the originally agreed conditions, then Agraplan is authorised to dissolve the agreement.
- 8.2 Furthermore, Agraplan is authorised to dissolve the agreement if circumstances arise, which are of such nature that compliance with the agreement is impossible or if otherwise circumstances arise that are of such nature that unchanged maintaining of the agreement in reasonableness cannot be required of Agraplan.
- 8.3 If the agreement is dissolved, then the claims of Agraplan on the Counterparty will be payable upon demand immediately. If Agraplan suspends the compliance with the obligations, then it will retain its claims from the law and agreement.
- 8.4 If Agraplan proceeds to suspension or dissolution, then it is in no manner whatsoever required to compensation of damage and costs emerged because of it in any manner.
- 8.5 If the dissolution is imputable to the Counterparty, then Agraplan is entitled to compensation of the damage, therein included the costs, emerged by it directly and indirectly.
- 8.6 If the Counterparty does not comply with his obligations deriving from the agreement, and this non-compliance justifies dissolution, then Agraplan is authorised to dissolve the agreement directly and with immediate effect without any obligation from its side to payment of any compensation of damage or indemnification, while the Counterparty, on the basis of default, indeed is obliged to compensation of damage or indemnification.
- 8.7 If the agreement is cancelled in-between by Agraplan, then Agraplan shall, in consultation with the Counterparty, arrange for transfer of activities yet to be executed to third parties. This unless the cancellation is imputable to the Counterparty. If the transfer of the activities brings along extra costs for Agraplan, then these will be brought into account to the Counterparty. The Counterparty is required to pay these costs within the term mentioned therefore, unless Agraplan states otherwise.
- 8.8 In case of liquidation, of (filing for) suspension of payment or bankruptcy, of attachment - if and insofar the attachment is not relieved within three months – against the Counterparty, of debt sanitation or another circumstance because of which the Counterparty cannot any longer freely dispose over his capital, then Agraplan is at liberty to cancel the agreement directly and with immediate effect or to cancel the order or agreement, without any obligation from its side to payment of any compensation of damage or indemnification. The claims of Agraplan on the Counterparty are in that case immediately payable upon demand.
- 8.9 If the Counterparty cancels a placed order in whole or in part, then the goods ordered or made ready therefore shall, increased with the possible transport and delivery costs thereof and the working time reserved for the execution of the agreement, be brought integrally into account to the Counterparty.

## **Article 9 – Force Majeure**

- 9.1 Agraplan is not required to the compliance with any obligation towards the Counterparty if he is hindered thereto as a consequence of a circumstance that is not imputable to fault, and neither on the basis of the law, a legal act or opinion in society, comes for his account. Agraplan is therefore not liable for damage, if Agraplan is in a situation of Force Majeure.
- 9.2 Under Force Majeure will among others be understood in these GTC, in addition to what in that regard is understood in the law and jurisprudence, all external causes, foreseen or not foreseen, on which Agraplan can exercise no influence, but because of which Agraplan is not able to comply with its obligations. Work strikes in the enterprise of Agraplan or of third parties therein included. Agraplan has also the right to claim Force Majeure if the circumstance that hinders (further)

compliance with the agreement, emerges after Agraplan had had to comply with its legal obligation.

- 9.3 Under Force Majeure will be understood further without limitation: the remaining in whole or in part in default of a third party of which goods and/or services must be received, constraining government measures of whichever nature, epidemics, fire, wars, water flooding, disasters of nature, riots, work strike, accident and also each other circumstance, that Agraplan reasonably could not have foreseen and on which Agraplan can exercise no influence.
- 9.4 Agraplan can during the period that the Force Majeure continues, suspend the obligations from the agreement. If this period lasts longer than 2 (two) months, then each of the parties is authorised to dissolve the agreement, without obligation to compensation of damage to the other party.
- 9.5 To the extent that Agraplan at the time of the emergence of Force Majeure in the meantime has partially complied with obligations from the agreement or shall be able to comply with these, and to the part complied with respectively to be complied with, an independent value belongs, then Agraplan is authorised to separately invoice the part already complied with respectively to be complied with. The Counterparty is required to pay this invoice as if there were an instance of a separate agreement.

#### **Article 10 – Payment and collection costs**

- 10.1 Payment must take place within 14 (fourteen) days after date of the invoice, in a manner to be stated by Agraplan in the currency in which is invoiced, unless designated otherwise in writing by Agraplan. Agraplan is authorised to invoice periodically. Payment can take place into the bank account designated by Agraplan.
- 10.2 Agraplan and the Counterparty can agree that the Counterparty authorises Agraplan to direct debit of the invoices observing 8 (eight) days after date of the invoice.
- 10.3 If the Counterparty remains in default with the timely payment of an invoice, then the Counterparty is in default by law. The Counterparty is then liable to pay an interest of 7% per month, unless the trade interest by law in case of a trade agreement in the sense of article 6: 119a Dutch Civil Code or the interest by law in case of a consumer purchase in the sense of article 6:119 Dutch Civil Code is higher, in which case the trade interest by law respectively interest by law is due. The interest over the due amount shall be calculated from the moment that the Counterparty is in default till the moment of satisfaction of the fully due amount.
- 10.4 Agraplan has the right to let the payments made by the Counterparty serve firstly for the reduction of the costs, subsequently for the reduction of appeared interest and finally for the reduction of the principal amount and the current interest.
- 10.5 Agraplan can, without coming into default therewith, refuse an offer to payment, if the Counterparty designates another sequence for the allocation of the payment. Agraplan can refuse complete redemption of the principal amount, if thereby not also the appeared and current interest and collection costs will be paid.
- 10.6 The Counterparty is never authorised to settlement of the amounts due by him to Agraplan.
- 10.7 Objections against the height of an invoice do not suspend the payment obligation. The Counterparty that has no claim under section 3 of title 5 of the Dutch Civil Code (the articles 231 to 247 book 6 Dutch Civil Code) is neither authorised to suspend the payment of an invoice for another reason.
- 10.8 If the Counterparty is in default with the (timely) compliance with his obligations, then all reasonable costs for obtaining of satisfaction out-of-court will be for the account of the Counterparty. The out-of-court and in-court costs will be calculated on the basis of what is customary in the Netherlands' collection practice, currently the calculation method according to the so-called Rapport Voorwerk II. If, however, Agraplan has made higher costs for the collection than were reasonably necessary, then the costs actually made, will be eligible for compensation. The costs possibly made in-court and execution costs shall also be recovered from the Counterparty. The Counterparty is liable to also pay interest over the due collection costs.

#### **Article 11 – Contractual fine clause**

- 11.1 The Counterparty is liable to pay a contractual fine of € 7,500.00 to Agraplan for each shortcoming inclusive of a non-imputable shortcoming of the obligations that have been recorded in the agreement between Agraplan and Counterparty. This contractual fine is immediately payable upon demand without that thereto a notification of default or other prior declaration in the sense of art. 6:80 and further Dutch Civil Code is required. This contractual fine clause is notwithstanding the other rights and/or options of recourse inclusive of the right on lawful compensation of damage,

compliance claims and claims for compensation of damage, such as these derive from the law. The Counterparty is liable to pay, in case of a trade agreement, the trade interest by law in the sense of art. 6:119a Dutch Civil Code and the Counterparty is, in the case of a consumer purchase, liable to pay the interest by law in the sense of article 6:119 Dutch Civil Code over the contractual fine, from the moment of shortcoming.

**Article 12 – Warranties, inspection and reclamations, statute of limitations**

- 12.1 The goods to be delivered by Agraplan comply with the usual requirements and norms that can be put thereto reasonably at the moment of delivery and for which they are destined in case of normal use in the Netherlands. In case of use outside the Netherlands, the Counterparty must self-verify whether the use thereof is suitable or the use there is permitted and meet with the conditions that are set thereto.
- 12.2 The warranty mentioned in section 1 of this article, applies for a period of 2 (two) months after delivery, unless from the nature of the delivered it derives otherwise or parties have agreed otherwise. If the warranty provided by Agraplan concerns a good that was produced by a third party, then the warranty is limited to that, that is provided by the producer of the good for it, unless stated otherwise.
- 12.3 Each form of warranty becomes void if a defect is emerged as a consequence of or derives from injudicious or inexperienced or improper use thereof or defect in care or use after the best-before date, incorrect storage or incorrect maintenance by the Counterparty. Under injudicious or inexperienced or improper use or defect in care falls in any case the use of the Products, if the Counterparty has not precisely followed the use instructions that are stated on the Products. The Counterparty has neither a claim to warranty if the defect has been emerged by or is the consequence of circumstances on which Agraplan can exercise no influence, such as for instance outbreak of diseases.
- 12.4 The Counterparty is required to (let) the delivered (be) inspected, immediately on the moment that the goods are made available to him. Thereby the Counterparty must examine whether quality and/or quantity of the delivered is in accordance with what is agreed and meets with the requirements that parties have agreed upon in that matter. Possible visible defects must be reported within able time after discovery and no later than within seven days after delivery in writing to Agraplan. Possible not visible defects must immediately, but in any case no later than within fourteen days after discovery thereof, be reported in writing to Agraplan. In case of consumer purchase, the previous notification must take place within two months after discovery of the defect. The notification must contain a description as detailed as possible of the defect, so that Agraplan is able to respond adequately. The Counterparty must enable Agraplan to (let) investigate a complaint.
- 12.5 If the Counterparty makes a timely reclamation, then this does not suspend his payment obligation. The Counterparty remains in that case also required to take-off and payment of the goods ordered otherwise.
- 12.6 If notification of a defect is given later, then the Counterparty has no right anymore to replacement or indemnification.
- 12.7 If it has been established that a good is defective and in that respect a timely reclamation has been made, then Agraplan shall, at the discretion of Agraplan replace the defective good within reasonable term after receiving the return thereof or, if returning reasonably is not possible, after notification in writing concerning the defect by the Counterparty, or arrange for an alternative thereof or pay replacing compensation for it to the Counterparty. In case of replacement, the Counterparty is required to return the replaced good to Agraplan and to provide the ownership there over to Agraplan, unless Agraplan states otherwise.
- 12.8 If it has been established that a complaint is unfounded, then the costs emerged because of it, therein included the examination costs, fallen at the side of Agraplan because of it, will be integrally for the account of the Counterparty.
- 12.9 After expiry of the warranty period, all costs for repair or replacement, inclusive of administration, shipping and show-up costs, shall be brought into account to the Counterparty.
- 12.10 In deviation of the statute of limitations by law, the statute of limitations of all claims and defences towards Agraplan and the third parties involved by Agraplan in the execution of an agreement, is one year. Explicitly Agraplan and the Counterparty stipulate in case of a trade agreement that the articles 6:89 and 7:23 Dutch Civil Code shall not be applicable.
- 12.11 The stipulations in section 10 of this article are, in the case of consumer purchase, not applicable to legal claims and defences that are based on facts that would justify the argument that the delivered

good would not comply with the agreement. Such claims and defences expire by the expiry of two years after the Counterparty has notified Agraplan of such non-conformity.

### **Article 13 – Liability**

- 13.1 Agraplan excludes liability for damage in the framework of this agreement, that is caused to third parties and explicitly also living animals. If Agraplan should be liable, then this liability is limited to what has been regulated in this stipulation.
- 13.2 Agraplan is not liable for damage, of whichever nature, emerged because Agraplan has relied on incorrect and/or incomplete data provided by or on behalf of the Counterparty.
- 13.3 If Agraplan should be liable for any damage, then the liability of Agraplan is limited to the maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.
- 13.4 The liability of Agraplan is in any case always limited to the amount of the pay-out of his insurer in a prevalent case.
- 13.5 Agraplan is solely liable for direct damage.
- 13.6 Under direct damage will solely be understood the reasonable costs for the establishment of the cause and the scope of the damage, insofar the establishment concerns damage in the sense of these GTC, the possible reasonable costs made to let the defective performance of Agraplan comply with the agreement, insofar this can be imputed to Agraplan and reasonable costs, made for the prevention or limitation of damage, insofar the Counterparty demonstrates that these costs have led to limitation of direct damage as referred to in these GTC.
- 13.7 Agraplan is never liable for indirect damage, therein included consequential damage, missed profits, missed savings and damage by enterprise stagnation.
- 13.8 The limitations of the liability recorded in this article do not apply if the damage is due to wilful intent or gross fault of persons belonging to the board of management or the managing subordinates of Agraplan.
- 13.9 Agraplan is not liable for damage to the Products, if the Counterparty has not properly followed directions of these Products.

### **Article 14 – Safeguard**

- 14.1 The Counterparty safeguards Agraplan for possible claims of third parties, that suffer damage in connection with the execution of the agreement and of which the cause is imputable to others than to Agraplan.
- 14.2 If Agraplan should be held liable on that basis by third parties, then the Counterparty is required to assist Agraplan both out-of-court and in-court and to do all without delay that may be expected of him in that case. Should the Counterparty remain in default in taking adequate measures, then Agraplan is, without notification of default, authorised to proceed thereto by itself. All costs and damage at the side of Agraplan and third parties emerged because of if, shall be integrally for the account and risk of the Counterparty.

### **Article 15 – Termination**

- 15.1 If the Counterparty wishes to terminate the agreement without that there is an instance of a shortcoming at the side of Agraplan and if Agraplan agrees herewith, then this agreement is terminated with mutual consent. Agraplan has in that case a right on compensation of all capital damage, such as:
  - suffered loss;
  - mist profits;
  - made costs by the Counterparty.

### **Article 16 – Error is excluded**

- 16.1 Agraplan and the Counterparty exclude in case of a trade agreement annihilation of this agreement by error (article 6:228 Dutch Civil Code).

**Article 17 – Miscellaneous clause**

- 17.1 Notifications and other declarations, inclusive of the change of the town of residence/domicile, in connection with this agreement may only be done by bailiff's writ or per ordinary mail or per registered mail or per telefax. These notifications or declarations must be addressed to the chosen town of residence, as recorded in article 1, with the exception of writs.

**Article 18 – Applicable law and disputes**

- 18.1 Solely the Laws of the Netherlands are applicable to all legal relations whereby Agraplan is a party, also if to a legal obligation in whole or in part will be given execution abroad or if the party involved in the legal relation has residence there. The applicability of the Vienna Purchase Treaty is explicitly excluded.
- 18.2 The court in the town of the legal seat of Agraplan is exclusively authorised to take knowledge of disputes, unless the law prescribes otherwise mandatorily. Nevertheless, Agraplan has the right to submit the dispute to the court competent according to the law.
- 18.3 Parties shall firstly turn to the courts, after they have made an utmost effort to resolve a dispute in mutual consultation.

**Article 19 – Location and change GTC**

- 19.1 These GTC have been filed at the Chamber of Commerce in Zwolle.
- 19.2 Applicable is always the latest filed version or the version as was in force at the time of the conclusion of the legal relation with Agraplan.
- 19.3 The text in the Netherlands' language of the GTC is always determining the interpretation thereof.