

General Terms and Conditions relating to Operations performed by the *Stichting RHP*

This is a translation of the Dutch General Terms and Conditions of the Foundation RHP. In case of differences, in any form, the Dutch version always prevails over the English version. The Dutch version of the general terms and conditions has been filed with the Chamber of Commerce of Haaglanden on February 7, 2002 under filing number HR 41146015.

1. Applicability

1.1 These General Terms and Conditions apply to all independent advisory and research operations performed by the Stichting RHP at Naaldwijk and/or any affiliated persons or legal bodies (hereinafter jointly referred to as "RHP") on behalf of the person or legal body who or which commissioned RHP to perform said operations (hereinafter to be referred to as the "Principal"), including all offers, order confirmations or quotations submitted by RHP and all other services associated with the advisory and research operations (hereinafter to be jointly referred to as the "Operations").

1.2 The Principal shall accept the scope of these General Terms and Conditions to the exclusion of his own general terms and conditions.

1.3 Deviations from these General Terms and Conditions shall be binding only if so agreed in writing between RHP and the Principal and shall apply only to the specific Operations with respect to which they have been agreed.

1.4 If nevertheless both the present General Terms and Conditions and other general terms and conditions have been declared to apply to an offer, an order confirmation or agreement between RHP and the Principal, the terms of the present General Terms and Conditions shall prevail in the case of any contradictions.

2. Operations

2.1 RHP's Operations shall include advising Principals or conducting research relating to the extraction, production or use of substrates and/or the procedures employed for those purposes, compliance with standards and requirements, environmental matters and all associated issues, all as specified in the offer to be made by RHP at the Principal's request. As far as participants of the *Regeling Handelspotgronden Nederland* (Regulation for Commercial Potting Soils in the Netherlands) are concerned, some of the aforementioned Operations are included among the services which RHP offers the participants.

2.2 RHP shall undertake to perform the agreed Operations to the best of its ability, without committing itself to achieving a specific result.

2.3 RHP shall retain the right to call in the assistance of third parties under its own responsibility to execute certain aspects of the Operations. RHP shall be bound by the actions of its employees or any third parties whose assistance it has called in only if they are explicitly qualified and/or have been explicitly authorised to perform the specified operations.

2.4 In the context of Operations, RHP shall be able to perform research at the Principal's premises, analyse samples and produce – orally or in writing - optional interim reports and final reports based on its findings. The recommendations provided in the final report shall be free of obligations. The Principal shall not derive any rights from the recommendations.

2.5 If the analysis of samples by RHP forms part of the agreed Operations, the Principal shall be fully responsible and liable for the selection and the representative character of the samples, unless explicitly otherwise agreed with RHP in writing.

2.6 The Principal shall grant RHP the opportunity to gather all relevant information which RHP considers to be necessary to enable it to carry out the Operations.

2.7 The timespan specified by RHP in the order confirmation or otherwise, optionally at an intermediate stage, for the execution of the Operations and the production of reports shall be indicative. RHP shall not be responsible for any exceeding of a specified timespan.

2.8 Interim changes in the contents of the Operations may result in changes in the quotation.

3. Confidentiality

3.1 RHP shall be obliged to observe secrecy with respect to all confidential information provided by the Principal in relation to the Advisory Operations. This obligation shall also apply to any third parties involved by RHP in its Operations. The Principal shall clearly specify which data are confidential.

3.2 Copyrights in RHP's interim reports and final reports shall remain with RHP. The Principal shall be entitled to use or multiply said reports only within his own company.

3.3 The Principal shall not be entitled:

a. to publish and/or otherwise disclose and/or grant third parties access to and/or use outside its own company part or all of the reports relating to RHP's Operations without explicit permission from RHP;

b. use RHP's logo or trade name in whatever context in publications or announcements or for advertising purposes without prior written permission.

4. Rates and costs

4.1 RHP's Operations shall be remunerated by the Principal on the basis of the number of hours spent on them, in accordance with the rates and costs specified by RHP in the quotation submitted to the Principal.

4.2 The Principal shall moreover be obliged to refund RHP's travel and/or accommodation expenses. RHP shall submit an estimate of said expenses to the Principal along with the quotation. The travel and accommodation expenses shall be the actual expenses, including those of the travelling times.

4.3 The Principal shall transfer the sum specified in RHP's invoice within 30 (thirty) days from the invoice's date to the bank account number specified by RHP. In case of overdue payment, RHP shall charge interests corresponding to the prevailing statutory interest rate from the date on which payment was due, without any notice of default being required.

4.4 Notwithstanding the provisions of the above section 4.3, RHP shall be entitled to request the Principal for (partial) advance payment of the sum due by sending the Principal an invoice for advance payment of the sum which he shall immediately transfer to the bank account number specified by RHP.

5. Liability

5.1 RHP shall be liable only for damages directly resulting from non-performance of the provisions of the contract for which it can be held liable on the basis of gross negligence and/or wilfulness. Any liability based on tort shall be accepted only if the damage is a direct consequence of RHP's actions and RHP can be held liable for said damage on the basis of gross negligence and/or wilfulness. If RHP is held liable for damages, the liability shall relate exclusively to damage that is a direct consequence of non-performance of the provisions of the contract for which RHP can be held liable on the basis of gross negligence and/or wilfulness.

5.2 Any liability on the part of RHP to pay damages for whatever reason shall be limited to the sum which will in the case concerned be paid by RHP's liability insurance, plus the policy excess which under the terms of the policy shall not be for the account of the insurer.

5.3 Any and all liabilities on the part of RHP shall be barred by prescription after 1 (one) year.

5.4 The Principal shall indemnify and hold harmless RHP against any and all claims from third parties of whatever nature relating to the provided samples and/or information.

6. Disputes; competent court

6.1 The legal relationship between the Principal and RHP shall be exclusively governed by Dutch law.

6.2 The District Court of The Hague (Arrondissementsrechtbank Den Haag) shall have exclusive jurisdiction to decide in all disputes arising from and/or relating to the Operations performed by RHP.
