

GENERAL TERMS AND CONDITIONS OF:

BG Products B.V.

Spectrumlaan 39

2665 NM Bleiswijk

Dutch Chamber of Commerce registration number: 52503828

Article 1: Applicability - definitions

1. These General Terms and Conditions apply to every offer we make and to all sales agreements that we enter into with you, whether or not through our online shop.
2. If a provision, or part of a provision, is void or is declared void, the remaining provisions of these General Terms and Conditions shall continue to apply.
3. In the event of any discrepancy between these General Terms and Conditions and a translation thereof, the Dutch text shall prevail.
4. These General Terms and Conditions also apply to subsequent orders and partial orders.
5. All provisions of these General Terms and Conditions have been drafted for both our business customers and consumers. We use the term "consumer" where a provision contains a variation or addition that applies only to consumers. A "consumer" is a natural person acting outside the scope of their trade, business or profession. This means that you are a "consumer" only if you transact with us in a private capacity.
6. We also use the following terms in these General Terms and Conditions:
 - a. offer: any offer made by us, whether or not in the form of a written quotation;
 - b. in writing: by letter, email or any other comparable means of communication, such as WhatsApp messages;
 - c. goods: our products in the field of (organic) plant nutrients and related products that we supply to you. These include our own products and products that we purchase from third parties;
 - d. raw materials: the raw materials or materials that we use in producing the goods and from which the goods are manufactured;
 - e. our online shop: the online shop on our website, www.baconline.nl.

Article 2: Offers - prices

1. If we specify a period of validity in or in connection with our offer, you may accept the offer within that period. All our offers are without obligation. We may revoke an offer up to and including two business days after receiving your acceptance.
2. A combined offer (for example, for the supply of several different products) does not oblige us to supply part of the goods offered for a corresponding proportion of the total price.
3. If we base our offer on information supplied by you and that information proves to be incorrect or incomplete, or subsequently changes, we may adjust the quoted prices and/or time limits accordingly.
4. Our offers and prices do not automatically apply to repeat orders.
5. Samples shown or provided to you, statements of weights or characteristics, and other descriptions in brochures, promotional materials or on our website are as accurate as possible but are indicative only. You cannot derive any rights from them.
6. You may not reproduce samples and brochures provided to you or provide them to third parties, including for inspection, without our prior written consent.
7. Unless we state otherwise or agree otherwise with you, the prices stated in an offer or price list are:
 - a. unit prices (= price per consumer unit);
 - b. exclusive of value added tax (VAT);
 - c. exclusive of any additional costs, such as transport or shipping costs, travel expenses, handling charges and expenses charged by third parties engaged by us.For each product, we state the applicable VAT amount and any additional costs on our website.
8. Price reductions after the agreement has been concluded, for example as a result of discount promotions, do not entitle you to a reduction in the agreed price.
9. If, after the agreement has been concluded, circumstances arise that increase our costs or prices, we may adjust the prices agreed with you accordingly. Circumstances that increase costs or prices include, in any event, changes in laws and regulations, government measures, currency fluctuations, changes in suppliers' prices and changes in the prices of the raw materials required.

10. If you are a consumer and a price change occurs within three months after the agreement was concluded, you may terminate the agreement within five business days after we notify you of the change. Termination must be effected by a written declaration addressed to us.

Article 3: Formation of the agreement

1. The agreement is formed once you have accepted our offer, for example by placing an order with us on the basis of our price list or by approving our pro forma invoice. If your acceptance differs from our offer, the agreement is formed only after we have agreed to the deviations in writing.
2. We are bound by the following only after we have confirmed them to you in writing or as soon as we have begun performing the order or arrangements without any objection from you:
 - a. an order not preceded by an offer;
 - b. oral arrangements;
 - c. additions to or amendments of the General Terms and Conditions or the agreement.
3. We are bound by an order placed through our website only after we have confirmed the order to you in writing, whether or not by means of an automated message.

Article 4: Distance selling - cooling-off period and right of withdrawal

1. This Article applies to consumers in the case of a distance contract within the meaning of Article 6:230g(1) of the Dutch Civil Code (sales through our online shop).
2. As a consumer, you have a statutory cooling-off period of 14 calendar days. During this period, you may withdraw from the agreement without giving any reason.
3. The cooling-off period starts on the day on which you, or a third party designated by you other than the carrier:
 - a. receives the goods ordered;
 - b. receives the last item, if your order comprises several goods that are delivered separately;
 - c. receives the last consignment or the last component, if a single item is delivered in several consignments or components;
 - d. receives the first item, if the agreement provides for regular deliveries of goods during an agreed period.
4. You withdraw from the agreement by submitting a written declaration addressed to us or by using the withdrawal form in our online shop.
5. Withdrawal from the agreement also results, by operation of law (automatically), in the termination of any ancillary agreements.
6. You do not have a right of withdrawal in respect of goods whose seal has been broken after delivery.
7. If the goods do not conform to what we have agreed (for example, if you receive the wrong product), the Article on complaints in these General Terms and Conditions applies.

Article 5: Distance selling - returns and refunds

1. This Article also applies only to consumers in the case of sales through our online shop.
2. Unless we collect the goods ourselves or arrange for their collection, the following conditions apply to returns:
 - a. the goods must be returned within 14 calendar days after withdrawal;
 - b. in the original packaging, if possible;
 - c. unused;
 - d. at your expense and risk.
3. By "unused" in paragraph 2(c), we mean that you may not use the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods delivered. If you act contrary to paragraph 2(b) or 2(c), you are liable for any reduction in the value of the goods.
4. We will refund the amounts received from you no later than 14 calendar days after receiving your declaration of withdrawal. Unless otherwise agreed, we will make the refund using the same payment method and in the same currency as your payment.
5. Paragraph 4 also applies to any shipping costs you paid to us for delivery, but you must bear the costs of returning the goods. You must also bear any additional (shipping) costs incurred because you selected a delivery method other than the standard method offered by us.
6. Unless we collect the goods ourselves or arrange for their collection, you may claim a refund only after:
 - a. we have received the returned goods; or
 - b. you have demonstrated that you have sent the goods back.

7. If the goods:
 - a. have been processed or modified;
 - b. have been damaged;
 - c. have been used (as defined in paragraph 3);
 we may refuse to accept the goods or refund only part of the amounts received. If this is the case, we will inform you immediately after receiving the goods.
8. You shall never be liable or incur costs merely because you exercise your right of withdrawal.

Article 6: Engagement of third parties

We may engage third parties to carry out deliveries.

Article 7: Delivery - time limits

1. We will endeavour to make deliveries on time, but agreed delivery dates and periods are never strict deadlines. If we do not perform our obligations, or do not perform them on time, you must give us a further reasonable period in which to perform by serving a written notice of default.
2. A delivery period generally commences when we have confirmed an order to you, provided that by that time we have received all information necessary for delivery and any agreed (advance) payment from you. In the event of delays, the period will be extended proportionately.
3. We may deliver in instalments and invoice each instalment separately.
4. The risk in respect of the goods to be delivered passes to you as soon as the goods leave our building or premises or we inform you that the goods are available for collection.
5. Shipment or transport of the goods is at your expense and risk. We are not liable for damage connected with shipment or transport.
6. If you are a consumer, the risk in respect of the goods passes to you as soon as you, or a third party designated by you, receives the goods. If you appoint a carrier yourself, the risk passes to you when that carrier receives the goods. Shipment or transport is at your expense.
7. We may store the goods at your expense and risk if we cannot deliver them in the agreed manner, or if you do not collect them, and the cause falls within your sphere of risk. We will give you a reasonable period within which you must collect the goods after all or allow us to deliver them after all.
8. If you continue to fail to fulfil your obligation to take delivery after this reasonable period, you will immediately be in default. We may terminate the agreement, in whole or in part, by written declaration addressed to you and sell the goods to third parties, without being obliged to compensate you for any loss, interest or costs. This is without prejudice to our right to recover our (storage) costs, damages and lost profits, or to require you to perform your obligations after all.

Article 8: Packaging materials

1. Packaging materials intended for repeated use (such as pallets on which we deliver the goods to you) remain our property. You may not use such packaging materials for any purpose other than their intended purpose.
2. We determine whether you must return the packaging materials to us or whether we will collect them from you, and who will bear the costs of collection.
3. We may charge you a fee (deposit) for the packaging materials. If you return them to us at your expense within the agreed period, we will take them back. We will refund the fee to you or set it off against the fee for packaging materials supplied with a subsequent delivery. We may deduct a 10% handling charge from the amount to be refunded or set off.
4. If the packaging materials have become damaged, incomplete or unusable, you are liable for that damage and forfeit your right to a refund of the fee. If the damage exceeds the fee charged, we do not have to take back the packaging materials and may charge you their cost price less the fee you have paid.
5. We may leave packaging materials intended for single use with you. Any disposal costs shall then be borne by you.

Article 9: Composition of goods - resale - your obligations

1. The composition of the goods as delivered by us is stated on the packaging. When reselling the goods, you may not alter their composition, for example by diluting them or mixing them with other substances (including liquids), nor may you permit third parties to do so.

2. You may also resell the goods supplied to you only in the original packaging originating from us or our supplier. You may not make any changes to the original packaging and must prevent it from being damaged.
3. Unless we have agreed otherwise, if you breach paragraphs 1 or 2, you shall forfeit to us a contractual penalty of EUR 2,500.00 per breach (= per package in respect of which you are in breach), which shall be immediately due and payable in full. This is without prejudice to our right to claim full compensation for our loss instead of this penalty if our loss exceeds the amount of the penalty. You are obliged to impose the prohibitions laid down in paragraphs 1 and 2 on any customers to whom you resell the goods as well.
4. You must ensure that you provide us in good time with all information required for performance of the agreement. You warrant that this information is correct and complete and shall indemnify us against third-party claims arising from any incorrectness or incompleteness in that information.
5. We will keep confidential all information we receive from or about you when entering into and performing the agreement. We will disclose this information to third parties only insofar as necessary for performance of the agreement.
6. We process information falling within the scope of the General Data Protection Regulation (GDPR) in accordance with the GDPR and the privacy and cookie statement published on our website. We also report any breaches of information security in accordance with the GDPR.
7. If you fail to fulfil the obligations referred to above, or your other obligations under the agreement or these General Terms and Conditions, or fail to fulfil them on time, we may suspend performance of the agreement until you have fulfilled your obligations. The costs and other consequences (such as damage) arising from this shall be at your expense and risk.
8. If you fail to fulfil your obligations and we do not immediately demand performance, this does not affect our right to demand performance at a later date.

Article 10: No representative or agent

1. Please note: you are not our representative or agent in any respect and are therefore not authorised to enter into obligations on our behalf. You must also refrain from any act from which third parties could infer that you do have such authority.
2. If you breach paragraph 1, you shall forfeit a contractual penalty of EUR 2,500.00 per breach, immediately due and payable in full, plus a penalty of EUR 450.00 for each day that the breach continues. This is without prejudice to our right to claim full compensation for our loss instead of the penalty if our loss exceeds the amount of the penalty.

Article 11: Complaints

1. You must inspect the goods immediately upon receipt and record any visible deficiencies, damage, defects, discrepancies in quantities and the like on the consignment note or accompanying delivery note. If there is no consignment note or accompanying delivery note, you must report such complaints to us in writing within two business days after receipt. If you do not report these complaints in time, the goods will be deemed to have been received by you in good condition and to have been delivered in accordance with the agreement.
2. You must report all other complaints to us in writing immediately upon discovery, but no later than within the applicable shelf-life or warranty period. All consequences of any failure to report immediately shall be at your risk.
3. If you do not report a complaint in time, you cannot invoke an agreed warranty or an applicable shelf-life period.
4. Complaints do not suspend your payment obligation.
5. The preceding paragraph does not apply to consumers.
6. You must allow us to investigate the complaint and provide us with all relevant information for that purpose, such as photographs of the circumstances you have identified. If returning the goods is necessary for the investigation, the return shall be at your expense unless your complaint subsequently proves to be well-founded. You shall at all times bear the shipping or transport risk.
7. Goods may be returned only by arrangement with us, in a manner determined by us and, if possible, in their original packaging or packaging materials.
8. No complaints may be made concerning:
 - a. imperfections in, or characteristics of, goods that are inherent in the nature of the raw materials from which the goods are manufactured;
 - b. minor deviations, whether between individual goods or otherwise, in stated weights, quantities, dimensions and the like that are accepted in the industry;

- c. defects or imperfections in samples approved by you;
- d. defects or imperfections in goods that we manufacture in accordance with and on the basis of those approved samples;
- e. goods whose nature or composition has changed after receipt or that have been altered or processed by you.

Article 12: Warranties

1. We will duly carry out the agreed deliveries in accordance with the standards applicable in our industry, but we give no warranty beyond what we expressly agree with you.
2. During the shelf-life period, we warrant the customary quality and soundness of the goods delivered.
3. In using the raw materials required to produce the goods, we rely on the information provided by the manufacturer or our supplier concerning their characteristics. If the manufacturer or our supplier gives a warranty for those raw materials or for other goods supplied by us, the same warranty shall apply as between you and us. We will inform you of this. In any event, our warranty shall never extend beyond the warranty given by the manufacturer or supplier.
4. If you wish to use the goods for a purpose other than their customary purpose, or in a manner other than the customary manner, we warrant that the goods are suitable for such use only if we confirm this to you in writing.
5. You cannot invoke the shelf life or any (other) warranty for as long as you have not paid the agreed price for the goods.
6. The preceding paragraph does not apply to consumers.
7. If you make a valid claim under an agreed shelf-life period or warranty, we may choose between replacing the goods free of charge, refunding the agreed price or reducing the agreed price. If there is additional damage, the provisions of the Article on liability shall apply.
8. If you are a consumer, you may always opt for replacement of the goods free of charge, unless this cannot reasonably be required of us. In that case, you may terminate the agreement by a written declaration addressed to us or request a reduction in the agreed price.

Article 13: Liability

1. Apart from the warranties expressly agreed with you or given by us and the applicable shelf life, we accept no liability whatsoever.
2. We are liable only for direct damage. All liability for consequential damage, such as business losses, loss of profits and losses incurred, damage caused by delay, and personal injury or bodily injury, is expressly excluded.
3. You must take all measures necessary to prevent or mitigate damage.
4. If we are liable, our obligation to pay damages shall always be limited to a maximum of the amount paid out by our insurer in the case concerned. If no payment is made or the damage is not covered by an insurance policy taken out by us, our obligation to pay damages shall be limited to a maximum of the invoice amount for the goods delivered.
5. All your claims for compensation for damage suffered shall, in any event, become time-barred six months after you became aware, or could have become aware, of the damage suffered and could therefore have held us liable for it.
6. By way of derogation from the preceding paragraph, a period of one year applies to consumers.
7. We are not liable, and you cannot invoke the applicable shelf life or warranty, if the damage arises from:
 - a. your improper use, use contrary to the intended purpose of the goods delivered, or use contrary to instructions, advice, directions for use, package leaflets and the like provided by or on our behalf;
 - b. your improper storage of the goods;
 - c. ageing or deterioration in the quality of the goods during storage by you before any onward delivery to a third party;
 - d. errors in, or incompleteness of, information given to us by you or on your behalf;
 - e. a choice made by you that deviates from our advice or from customary practice; or
 - f. alterations or processing carried out on the goods delivered by you or a third party acting on your behalf.
8. We are also not liable, and you cannot invoke the applicable warranty, if you do not first give us an opportunity in every case to resolve your complaint within a reasonable period before, for example, purchasing replacement products from a third party.

9. In the situations referred to in paragraphs 7 and 8, you are fully liable for the resulting damage and shall indemnify us against third-party claims.
10. The limitations of liability in this Article do not apply if the damage is attributable to our wilful misconduct or deliberate recklessness, or if the limitations conflict with mandatory provisions of law. Only in those cases shall we indemnify you against third-party claims.

Article 14: Payment

1. We may always require a (partial) advance payment or other security for payment from you.
2. Unless otherwise agreed, you must pay within a payment period of 14 days after the invoice date. The invoice shall be deemed correct if you do not object to it within that payment period.
3. For orders placed through our online shop, you must pay as indicated in the online shop.
4. If, as a business customer, you have not paid in full within the payment period, you shall owe us the applicable statutory commercial interest under Article 6:119a of the Dutch Civil Code.
5. For consumers, we charge the applicable statutory interest for consumers under Article 6:119 of the Dutch Civil Code.
6. If, as a business customer, you still fail to pay after receiving a demand for payment, we may also charge you extrajudicial debt collection costs amounting to 15% of the invoice amount, subject to a minimum of EUR 40.00.
7. When sending consumers a demand for payment, we allow them at least 14 days after receipt of that demand to make payment. If payment is still not made, the extrajudicial debt collection costs for the consumer shall be:
 - a. 15% of the principal amount on the first EUR 2,500.00 of the claim (subject to a minimum of EUR 40.00);
 - b. 10% of the principal amount on the next EUR 2,500.00 of the claim;
 - c. 5% of the principal amount on the next EUR 5,000.00 of the claim;
 - d. 1% of the principal amount on the next EUR 190,000.00 of the claim;
 - e. 0.5% of the remaining principal amount.
 In all cases, an absolute maximum of EUR 6,775.00 applies.
8. For the purpose of calculating extrajudicial debt collection costs, we may increase the principal amount of the claim after one year by the default interest accrued during that year.
9. If you fail to pay, we may terminate the agreement by a written declaration addressed to you or suspend our obligations under the agreement until you pay after all or provide us with adequate security for payment. We also have this right of suspension even before you are in default of payment if, at that time, we already have reasonable grounds to doubt your creditworthiness.
10. We will apply payments received first to all interest and costs due and then to the outstanding invoices that have been due for the longest time, unless you state in writing when making the payment that it relates to a later invoice.
11. You may not set off our claims against any counterclaims you believe you have against us. This also applies if you apply for a (provisional) suspension of payments or are declared bankrupt.
12. The preceding paragraph does not apply to consumers.

Article 15: Retention of title

1. All goods that we supply to you shall remain our property until you have fulfilled all your payment obligations.
2. These payment obligations include not only the purchase price of the goods but also our claims:
 - a. for work performed in connection with the delivery;
 - b. arising from an attributable failure by you to perform your obligations, such as damages, extrajudicial debt collection costs, interest and any penalties.
3. You may resell the goods in the ordinary course of your business, provided that you also agree on a retention-of-title clause with your customers.
4. If we supply you with identical goods that cannot be individually identified (for example, several batches of the same product), the batch of goods corresponding to the oldest invoice or invoices shall always be deemed to have been sold or used by you first. This means that, in any event, our retention of title shall always apply to all goods supplied that are still present (unused) in your stock or on your premises at the time we invoke our retention of title.
5. You may not pledge goods subject to retention of title or place them under the actual control of a financier.
6. You must inform us immediately if third parties claim to have ownership or other rights in the goods.

7. For as long as the goods are in your possession, you must keep them with due care and in a manner that identifies them as our property.
8. You must maintain business or contents insurance that also covers the goods supplied under retention of title. At our request, you must allow us to inspect the insurance policy and the corresponding evidence of premium payments.
9. If you act contrary to this Article or we invoke our retention of title for any other reason, we or our employees may enter your premises and repossess the goods. This is without prejudice to our rights to terminate the agreement by a written declaration addressed to you or to claim compensation for our loss, lost profits and interest.

Article 16: Intellectual property rights

1. Unless otherwise agreed, we are the holder of all intellectual property rights that subsist in or arise from the goods and documents supplied and/or manufactured by us. Only we may exercise those rights.
2. This means, among other things, that, without our prior written consent, you may not:
 - a. use documents supplied and/or produced by us (including our quotations, price lists and the like) outside the context of the agreement, reproduce them, use them to obtain quotations from third parties, or otherwise provide them to third parties or allow third parties to inspect them;
 - b. imitate, alter, reproduce or otherwise copy goods or parts thereof supplied and/or manufactured by us.
3. If you provide documents or files to us, you warrant that they do not infringe any intellectual property rights of third parties. You are liable for any loss we suffer as a result of such infringement and shall indemnify us against claims by those third parties.

Article 17: Bankruptcy - loss of power of disposal, etc.

1. We may terminate the agreement by a written declaration addressed to you if you:
 - a. are declared bankrupt or a petition for your bankruptcy has been filed;
 - b. apply for a (provisional) suspension of payments;
 - c. become subject to an attachment in enforcement proceedings;
 - d. are placed under guardianship or administration;
 - e. otherwise lose the power to dispose of, or legal capacity in relation to, all or part of your assets.
2. You must always inform the bankruptcy trustee or administrator of the agreement, its contents and these General Terms and Conditions.

Article 18: Force majeure

1. If we fail to fulfil our contractual obligations towards you, that failure cannot be attributed to us if it is due to force majeure.
2. The following circumstances shall, in any event, constitute force majeure on our part:
 - a. war, riots, mobilisation, civil unrest in the Netherlands or abroad, government measures or the threat thereof, or comparable circumstances;
 - b. disruption of the exchange-rate relationships existing when the agreement was entered into;
 - c. business disruptions caused by fire, burglary, sabotage, power outages, loss of internet or telephone connections, cybercrime, strikes, epidemics or pandemics (or measures taken in connection with them), natural phenomena, natural or other disasters and the like, as a result of which, for example, our online shop is not (fully) available;
 - d. transport difficulties and delivery problems caused by weather conditions, road blockages, accidents, measures restricting imports or exports, a (temporary) shortage of the raw materials required and the like.
3. In the event of force majeure, we may terminate the agreement by a written declaration addressed to you, modify our deliveries or suspend them for a reasonable period. In that event, we shall not be obliged to pay you compensation for any damage.
4. If the force majeure event occurs after we have already performed the agreement in part, we shall remain entitled to payment for the deliveries already made.

Article 19: Cancellation - suspension

1. This Article does not apply to withdrawal during the statutory cooling-off period referred to in Article 4.
2. If you cancel the agreement before or during its performance, we may charge you liquidated damages for:
 - a. all costs incurred (for example, costs for a carrier already engaged);

b. our loss resulting from the cancellation, including lost profits.

Depending on the deliveries already made and the costs incurred, these liquidated damages shall amount to 20% to 100% of the agreed price.

3. You shall indemnify us against third-party claims arising from the cancellation.
4. We may set off the damages due against all amounts paid by you and any counterclaims you may have.
5. If you ask us to suspend performance of the agreement, we may immediately demand and invoice payment for all deliveries already made. The same applies to costs already incurred or arising from the suspension.
6. Any costs we incur in resuming delivery or deliveries shall also be borne by you. If we are unable to resume performance of the agreement after the suspension, we may terminate the agreement by a written declaration addressed to you.

Article 20: Governing law - competent court

1. Our agreements are governed by Dutch law.
2. We exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Sales Convention).
3. We shall submit disputes to the court having jurisdiction in the place where our registered office is located. In addition, we shall always retain the right to submit a dispute to the competent court in the place where you have your registered office or reside.
4. If you are a consumer, you may always choose the court with jurisdiction under the law, even if we choose a different court. In that case, you must inform us of your choice within one month after receiving the summons.
5. If you have your registered office or reside outside the Netherlands, we may also submit the dispute to the competent court in the country or state where you have your registered office or reside.

Date: 17 September 2026