

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale set out the standard terms on which Soil Synergy sells products to business customers.

Definitions

In these General Terms, unless the context requires otherwise:

“Business Day” means any day other than a Saturday, Sunday or public holiday in the Netherlands.

“Buyer” means the legal entity or business undertaking that purchases, orders, collects or receives the Product from Soil Synergy for business purposes and not as a consumer.

“General Terms” means these General Terms and Conditions of Sale.

“Incoterms” means the Incoterms 2020 rules published by the International Chamber of Commerce.

“Order” means a specific purchase and sale transaction for Product between Soil Synergy and the Buyer, which becomes binding only when accepted or confirmed by Soil Synergy in writing.

“Order Documents” means the written documents applicable to a specific Order, including any order confirmation, proforma invoice, invoice, accepted purchase order, loading document, delivery document or other written confirmation issued or accepted by Soil Synergy.

“Product” means any fertilizer, digestate, pellet, organic soil-improvement, agricultural or related product supplied or to be supplied by Soil Synergy under an Order, as described in the relevant Order Documents.

“Product Information” means any product description, specification, analysis, product sheet, certificate, safety data sheet, sample information, photograph, technical document or other product-related information made available or expressly accepted by Soil Synergy in relation to the Product.

“Soil Synergy” means Soil Synergy, a sole proprietorship organised under the laws of the Netherlands, having its place of business at Memelinkdijk 4, 7255 LJ Hengelo, the Netherlands, registered with the Dutch Chamber of Commerce under number 81861257, VAT number NL003612629B36, and represented by Mr. Edward Langwerden.

“Upstream Supplier” means any producer, manufacturer, processor, supplier, source or other third party from or through which Soil Synergy sources, obtains or arranges the Product.

1. Applicability

1.1 These General Terms apply to all offers, quotations, Orders, deliveries and sales by Soil Synergy to Buyers.

1.2 These General Terms apply exclusively to transactions concluded between Soil Synergy and Buyers acting in the course of their trade, business, craft or profession. By placing an Order, the Buyer represents and warrants that it is acting solely for purposes relating to its commercial or professional activities and not as a consumer within the meaning of applicable consumer laws.

1.3 Any general terms, purchase conditions or other conditions of the Buyer are expressly rejected and shall not apply, unless Soil Synergy expressly accepts them in writing.

1.4 Each Order shall be recorded or evidenced by the relevant Order Documents.

1.5 The Order Documents shall supplement these General Terms for the relevant Order. No Order Document, purchase order, invoice, email, course of dealing or other document or communication shall exclude, limit or modify these General Terms unless Soil Synergy expressly and specifically agrees in writing to a departure from an identified provision of these General Terms.

1.6 A separate written agreement shall exclude or modify these General Terms only if Soil Synergy expressly agrees in that agreement that these General Terms, or specific identified provisions of them, do not apply. Any such exclusion or modification shall apply only to the relevant agreement or transaction expressly identified.

1.7 The Buyer accepts these General Terms by placing or proceeding with an Order, paying any amount due, arranging collection, accepting delivery, or otherwise proceeding with a transaction. Once the Buyer has accepted these General Terms, they shall also apply to any later Order between Soil Synergy and the Buyer, unless expressly agreed otherwise in writing.

1.8 These General Terms may be made available to the Buyer by email, attachment, hyperlink, publication on Soil Synergy's website, reference in an Order Document, or any other written or electronic means. By placing or proceeding with an Order after these General Terms have been made available, the Buyer confirms that it has received, had a reasonable opportunity to review, and accepts these General Terms.

1.9 Soil Synergy may update these General Terms from time to time. The version applicable to an Order shall be the version made available to the Buyer before or at the time that Order is accepted or confirmed, unless expressly agreed otherwise in writing.

2. Product Description and Supply Basis

2.1 Soil Synergy supplies the Product as an independent seller, trader and distributor. Unless expressly agreed otherwise in writing, Soil Synergy does not act as the manufacturer, producer, processor or technical designer of the Product. The Buyer acknowledges that any reference to an Upstream Supplier, product source, manufacturer or third-party document does not create any contractual relationship between the Buyer and that third party.

2.2 The Product shall be supplied on the basis of the relevant Order Documents and Product Information, to the extent applicable.

2.3 Soil Synergy shall use commercially reasonable efforts to pass on Product Information required for transport and import of the Product, to the extent such documents are in its possession or can reasonably be obtained from its Upstream Supplier. However, Soil Synergy does not provide any independent manufacturing warranty or guarantee regarding the Product, except where expressly agreed in writing.

2.4 The Buyer acknowledges that fertilizer, digestate, pellet, organic soil-improvement and similar agricultural products may be subject to natural, biological, industrial and production-related variation between batches. Such variation may include, without limitation, variation in composition, NPK values, dry matter, moisture, dust or fines content, pellet strength, density and other characteristics. Accordingly, samples, trial deliveries, laboratory analyses, product sheets, photos, descriptions and previous batches are indicative only and do not guarantee that future batches will be identical. Such variation shall not constitute a defect, breach, or non-conformity, provided that the Product generally corresponds to the Product Information.

2.5 Unless expressly agreed otherwise in writing, the Product is supplied in the condition in which it is made available, loaded or delivered in accordance with the relevant Order, subject only to the express written commitments accepted by Soil Synergy.

3. Buyer's Responsibility for Suitability, Use and Compliance

3.1 The Buyer purchases the Product on the basis of its own expertise, inspection, testing, intended use and commercial assessment.

3.2 The Buyer is solely responsible for verifying that the Product is suitable for the Buyer's intended commercial and practical purposes, including its intended handling, storage, processing, resale, application, customers, and market.

3.3 The Buyer is solely responsible for complying with all legal and regulatory requirements applicable to the Product in the destination country or market, including import, customs, registration, labeling, transport, environmental, tax, agricultural and product-use requirements.

3.4 The Buyer shall obtain and maintain, at its own cost and responsibility, any permits, approvals, registrations, authorizations, customer-specific approvals, or local confirmations required for the Product.

3.5 Product Information, samples or previous shipments shall not relieve the Buyer from its own responsibility to verify the Product's suitability and compliance for its intended purpose and destination market.

3.6 Any issue relating to the Buyer's ability to import, register, market, resell, apply or otherwise use the Product in a particular country or market shall remain the Buyer's responsibility, unless the issue results directly from Soil Synergy's proven material breach of an express written obligation.

3.7 Soil Synergy may rely on information, documents, instructions and confirmations provided by the Buyer. Soil Synergy shall not be responsible for any delay, cost, loss, non-compliance or other issue arising from information provided by the Buyer that is incorrect, incomplete, late or misleading.

4. Orders, Acceptance and Quantity

4.1 Any quotation, purchase order, call-off, shipment request or other order-related communication shall become a binding Order only when accepted or confirmed by Soil Synergy in writing.

4.2 The Order Documents may set out the relevant commercial details of the Order, including the Product, estimated quantity, price, loading or delivery location, loading period, payment terms, any fixed term, fixed quantity, minimum purchase commitment or other binding commitment, required documents and any special conditions.

4.3 If the relevant Order Documents provide for a fixed term, fixed quantity, minimum purchase commitment, recurring call-off structure or other binding arrangement, the Buyer shall be bound by and comply with that arrangement. These General Terms (including, but not limited to Articles 4.5 and 4.6) shall apply, as applicable, to the arrangement as a whole and to each call-off, shipment or affected part under it. Soil Synergy's performance shall remain subject to the relevant Order Documents and these General Terms, and no such arrangement shall by itself remove any condition, limitation, remedy or right available to Soil Synergy under these General Terms.

4.4 Unless expressly agreed otherwise in writing, any quantity stated in the Order Documents is an estimated quantity. The final quantity of the Product shall be determined by the actual loaded or delivered quantity, based on the relevant weighbridge ticket, loading document, delivery note, supplier document or other applicable shipment record.

4.5 The Buyer shall pay for the final quantity determined in accordance with these General Terms, subject to the price and payment terms agreed for the relevant Order.

4.6 Soil Synergy's ability to supply any quantity, forecast, delivery period or loading schedule shall remain subject to Product availability, upstream supply, loading capacity and practical logistics arrangements, unless Soil Synergy expressly accepts an unconditional supply obligation in the relevant Order Documents.

4.7 If an Order cannot be supplied in full or on time, the Parties shall discuss a practical solution in good faith, including a revised schedule, partial supply, replacement quantity or cancellation of the affected part of the Order.

5. Price, Invoicing and Payment

5.1 The price, currency and payment terms for each Order shall be those stated in the relevant Order Documents.

5.2 Unless expressly agreed otherwise in writing, all prices are exclusive of VAT, taxes, duties, customs charges, import charges, transport costs, insurance costs, storage costs, inspection costs, certification costs and any other third-party or governmental charges.

5.3 Any taxes, duties, charges or third-party costs relating to the purchase, transport, import, delivery, documentation, resale or use of the Product shall be for the Buyer's account, unless expressly agreed otherwise in writing.

5.4 Where payment is based on an estimated quantity, Soil Synergy may issue an invoice or adjustment on the basis of the final loaded or delivered quantity recorded for the relevant shipment.

5.5 The Buyer shall pay each invoice in full in accordance with the agreed payment terms. Any complaint, claim or dispute relating to the Product shall be handled separately and shall not, by itself, suspend or reduce the Buyer's payment obligation.

5.6 Soil Synergy may require advance payment, partial advance payment, a deposit, payment security, credit approval or other reasonable payment assurance before accepting an Order, releasing the Product or continuing performance.

5.7 If the Buyer fails to pay any amount when due, the Buyer shall be in default by operation of law, without any notice being required, and Soil Synergy may defer loading, release, delivery or further performance until the outstanding amount, statutory commercial interest under Article 6:119a of the Dutch Civil Code, and all reasonable related costs, including collection, enforcement, storage and waiting costs, have been paid in full or adequate payment assurance has been provided.

5.8 If, before the Product is loaded, released or delivered, Soil Synergy's costs relating to the Product or the performance of the relevant Order increase due to objectively verifiable factors beyond Soil Synergy's reasonable control, including increases in raw material prices, upstream supplier prices, transport costs, energy costs, governmental charges, taxes, duties or similar external cost factors, Soil

Synergy may adjust the agreed price accordingly, provided that Soil Synergy informs the Buyer of the adjustment without undue delay and before loading, release or delivery, as applicable.

5.9 Soil Synergy may set off any amount owed by Soil Synergy to the Buyer against any amount owed by the Buyer to Soil Synergy, whether under the same Order or otherwise.

6. Delivery, Transport, Risk and Title

6.1 The applicable Incoterm, delivery place, loading or delivery arrangements, and any related transport terms shall be those stated in the relevant Order Documents.

6.2 Unless expressly agreed otherwise in writing, delivery shall take place FCA at the loading location designated for the relevant Order, in accordance with Incoterms 2020.

6.3 Risk of loss of or damage to the Product shall pass to the Buyer in accordance with the agreed Incoterm. If Soil Synergy assists with transport arrangements, this shall not change the agreed transfer of risk unless expressly agreed otherwise in writing.

6.4 Any transport, insurance, unloading, storage, import or onward delivery arrangements after the agreed delivery point shall be for the Buyer's account and responsibility, unless expressly agreed otherwise in writing.

6.5 If Soil Synergy assists with transport, carrier booking, freight forwarding, documentation, insurance or related logistics, such assistance shall be provided only as a practical service in connection with the relevant Order. Unless expressly agreed otherwise in writing, transport and related services remain for the Buyer's account and risk after the agreed delivery point, and Soil Synergy shall not be responsible for the performance of any carrier, freight forwarder, warehouse, terminal, insurer or other third-party logistics provider.

6.6 Loading and delivery times are indicative and shall not be treated as strict deadlines, unless expressly agreed otherwise in writing. If a loading or delivery time is exceeded, Soil Synergy shall be allowed a reasonable additional period to perform. The Buyer shall not be entitled to cancel the Order, reject the Product or claim compensation solely because an indicative loading or delivery time has been exceeded.

6.7 Soil Synergy may refuse or postpone loading where the loading unit, transport arrangement or required information is not suitable, complete or available in time.

6.8 If the Buyer fails to collect, take delivery of or provide required transport arrangements for the Product in time, Soil Synergy may store, hold, redirect or otherwise deal with the Product at the Buyer's cost and risk, without affecting the Buyer's payment obligations or any other rights of Soil Synergy.

6.9 Title to the Product shall pass to the Buyer only after Soil Synergy has received full payment for the relevant Product, the Product has been delivered, released or made available in accordance with the relevant Order, and Soil Synergy is legally able to transfer title, unless expressly agreed otherwise in writing.

6.10 Until title has passed to the Buyer, the Buyer shall hold the Product for Soil Synergy and shall not pledge, encumber, resell, transfer, process, mix or otherwise dispose of the Product without Soil Synergy's prior written consent.

7. Inspection and Notification

7.1 The Buyer shall inspect the Product within a reasonable time after loading, collection or arrival, as applicable to the agreed delivery arrangement.

7.2 Any claim relating to quantity, visible damage, visible defects, visible contamination, wrong Product or missing documents shall be notified to Soil Synergy in writing within forty-eight (48) hours after the Product is handed over at the agreed delivery point under the applicable Incoterm.

7.3 Any claim relating to a non-visible defect shall be notified to Soil Synergy in writing within forty-eight (48) hours after discovery, and in any event no later than thirty (30) calendar days after the Product is handed over at the agreed delivery point under the applicable Incoterm.

7.4 Any quality claim shall be assessed in light of the Product description, Product Information, accepted Product characteristics, natural or production-related variation, and the overall allocation of risk and responsibility under these General Terms.

7.5 Any claim must be notified in writing and supported by appropriate information reasonably available to the Buyer, such as order details, shipment records, photos, samples, analysis results or other relevant evidence.

7.6 If the Buyer does not notify a claim within the applicable period, the Product shall be deemed accepted in respect of the relevant matter.

7.7 The Buyer shall not return, reject, dispose of, use, apply, process, mix, repackage, resell, resell at a discount, separate, alter or otherwise deal with the affected Product without Soil Synergy's prior written consent or instructions, unless strictly necessary to preserve the Product, prevent further damage or comply with applicable law. In all cases, the Buyer shall preserve the Product, relevant samples, documents and evidence and shall give Soil Synergy a reasonable opportunity to review the claim and inspect the Product.

7.8 The Buyer shall cooperate with Soil Synergy in the review of any claim, including by preserving relevant Product, documents, samples and evidence and by allowing Soil Synergy a reasonable opportunity to inspect or investigate the Product. If the Buyer fails to cooperate or if review of the claim becomes impossible due to the Buyer's act or omission, the Buyer shall not be entitled to rely on that claim.

8. Claims, Remedies and Liability

8.1 The Buyer shall have a valid claim only if the Product, at the time risk passes to the Buyer under the applicable Incoterm, materially fails to comply with mandatory product requirements applicable to the Product as supplied by Soil Synergy at the agreed delivery point, or materially differs from the written Product Information made available or expressly accepted by Soil Synergy for the relevant Order, provided that such failure or difference goes beyond the Product characteristics, variations and risk allocation accepted under Article 2.4 or otherwise under these General Terms.

8.2 The Buyer shall have no claim to the extent the alleged defect, damage or loss occurs after the transfer of risk or results from transport, unloading, storage, handling, repackaging, mixing, application, resale or other use of the Product.

8.3 If the Buyer has a valid and timely notified claim, Soil Synergy may resolve the matter in a commercially reasonable manner, including by replacement, credit note, price adjustment, assistance with a supplier claim, cancellation of the affected part of the Order, or another practical solution.

8.4 Any remedy selected by Soil Synergy shall be the Buyer's sole remedy for the relevant claim and shall apply only to the affected Product. It shall not affect unaffected Product, previous shipments or future orders, unless expressly agreed otherwise in writing.

8.5 Soil Synergy shall not be liable for delay, shortage, non-availability of Product, transport issues or carrier performance, except to the extent directly caused by Soil Synergy's proven material breach of an express written obligation.

8.6 Soil Synergy shall be responsible only for direct losses proven by the Buyer and directly caused by Soil Synergy's own material breach of an express written obligation under the relevant Order or these General Terms.

8.7 Soil Synergy shall not be liable for indirect, consequential or business-related losses, including loss of profit, loss of revenue, loss of customers, loss of market, business interruption, reputational damage, third-party claims, penalties, recall costs, crop loss or losses arising from resale, application or onward supply of the Product.

8.8 Soil Synergy's total aggregate liability in relation to any Order, shipment or Product shall not exceed the net amount paid by the Buyer for the specific affected Product giving rise to the claim.

8.9 The Buyer shall indemnify and hold Soil Synergy harmless against any claim, penalty, loss, liability, cost or expense arising from the Buyer's import, registration, storage, handling, marketing, resale, distribution, application, use or onward supply of the Product, except to the extent directly caused by Soil Synergy's proven material breach of an express written obligation.

8.10 The Buyer is solely responsible for any representations, warranties, guarantees or commitments it makes to its customers or third parties regarding the Product. Soil Synergy shall have no liability in connection with such statements, and nothing made or agreed by the Buyer shall extend or increase Soil Synergy's obligations beyond those expressly accepted in writing under the relevant Order and these General Terms.

8.11 The limitations and exclusions in these General Terms shall apply to the fullest extent permitted by applicable law. Nothing in these General Terms shall exclude or limit liability to the extent such exclusion or limitation is not permitted under mandatory law, including in cases of fraud or wilful misconduct by Soil Synergy.

9. Confidentiality and Non-Circumvention

9.1 Each Party shall keep confidential all non-public information received from or disclosed by the other Party in connection with any Order, negotiation or commercial relationship, including commercial, technical, financial, pricing, supplier, customer, product, logistics, sourcing, documentation and business information.

9.2 The Buyer shall use Soil Synergy's confidential information only for the purpose of evaluating, negotiating or performing the relevant Order or commercial relationship, and shall not disclose it to any third party except where required by law or where reasonably necessary for transport, import, regulatory, insurance, accounting or professional advisory purposes.

9.3 The Buyer shall take reasonable steps to ensure that any person or entity receiving confidential information under Article 9.2 treats that information confidentially and uses it only for the permitted purpose.

9.4 The confidentiality obligations in this Article shall remain in force for five (5) years after the last Order or disclosure. Confidential information that qualifies as a trade secret or remains non-public and commercially sensitive shall remain protected for as long as it retains that character.

9.5 Nothing in this Article restricts disclosure required by law, court order or competent authority, provided that the receiving Party gives prior notice where legally permitted and limits the disclosure to what is required.

9.6 The Buyer, including its affiliates, representatives, agents and any person or entity acting on its behalf, shall not, during the commercial relationship and for three (3) years after the last Order or disclosure, directly or indirectly use Soil Synergy's confidential information, supplier information, product sources, pricing, margins, logistics contacts, customer information or other commercial information to bypass Soil Synergy, interfere with Soil Synergy's commercial relationships, or purchase or attempt to purchase the Product or similar products from any Upstream Supplier, commercial contact or other party introduced, identified or disclosed by Soil Synergy in connection with the relevant Order or commercial relationship, unless the Buyer demonstrates a pre-existing commercial relationship with that party. In case of breach, the Buyer shall owe Soil Synergy an immediately payable contractual penalty of EUR 25,000 (twenty-five thousand Euro) per breach, without prejudice to Soil Synergy's right to claim full damages, loss of margin, loss of profit, injunctive relief, specific performance or any other available remedy.

10. Force Majeure

10.1 Neither Party shall be responsible for any failure or delay in performing an Order to the extent performance is prevented, delayed or materially affected by circumstances beyond that Party's reasonable control.

10.2 Force majeure may include, without limitation, upstream supply issues, product shortages, transport restrictions, lack of transport capacity, strikes, fire, accidents, energy shortages, governmental measures, export or import restrictions, customs delays, certification delays, war, civil unrest, pandemics, extreme weather, cyber incidents or other comparable circumstances beyond the affected Party's reasonable control.

10.3 The affected Party shall inform the other Party within a reasonable time, but no more than fourteen (14) Business Days after becoming aware of the force majeure event and shall use reasonable efforts to limit its practical effect on the relevant Order.

10.4 If a force majeure event affects an Order, the Parties shall discuss in good faith a practical way forward, which may include adjusted timing, partial performance or cancellation of the affected part of the Order.

10.5 If a force majeure event continues for more than thirty (30) consecutive days, either Party may cancel the affected Order or the affected part of the Order by written notice, without liability for damages. Any payment obligation for Product already loaded, delivered, released or otherwise supplied shall remain unaffected.

11. Suspension and Cancellation of Orders

11.1 Without prejudice to Article 5, Soil Synergy may suspend performance, defer loading or delivery, withhold release of the Product, or request reasonable payment assurance where there is an outstanding payment issue, agreed security has not been provided, or there are reasonable concerns regarding the Buyer's ability to perform its payment obligations.

11.2 Soil Synergy may suspend performance or cancel the affected Order if the Buyer does not provide the information, instructions, transport arrangements, import details or other cooperation reasonably required for the performance of that Order.

11.3 Soil Synergy may suspend performance or cancel the affected Order if continuing performance may expose Soil Synergy to legal, regulatory, sanctions, customs, tax, product-compliance or material commercial risk.

11.4 Soil Synergy may suspend performance or cancel the affected Order if the Buyer refuses or fails to take delivery, materially delays collection, or otherwise prevents the practical performance of the Order.

11.5 Where an Order is suspended or cancelled under this Article, Soil Synergy shall inform the Buyer within a reasonable time and, where commercially practical, the Parties shall discuss an appropriate way forward.

11.6 Suspension or cancellation shall apply only to the affected and unperformed part of the relevant Order. It shall not affect any Product that has already been loaded, released or delivered in accordance with the Order, provided that the Buyer has fulfilled the payment, information, transport and other conditions applicable to that Product.

12. Termination

12.1 Once accepted by Soil Synergy, a one-off Order may not be canceled or brought to an end by the Buyer for convenience, unless Soil Synergy gives its express written consent. If the relevant Order Documents provide for a fixed term, fixed quantity, minimum purchase commitment or other binding commitment, the Buyer may not terminate that Order or arrangement prematurely, except in case of Soil Synergy's unremedied material breach under Article 12.2 of these General Terms, or where required by mandatory law. Any ongoing commercial relationship without such fixed commitment may be terminated by either Party with two (2) months' prior written notice.

12.2 Either Party may terminate the relevant Order or commercial relationship by written notice if the other Party materially breaches these General Terms or the relevant Order and, where the breach can reasonably be remedied, fails to remedy it within fourteen (14) Business Days after receiving written notice.

12.3 Either Party may terminate the relevant Order or commercial relationship with immediate effect by written notice if the other Party becomes insolvent, enters liquidation, ceases business, is declared bankrupt, applies for protection from creditors, or is otherwise unable to perform its material obligations.

12.4 Soil Synergy may terminate the relevant Order or commercial relationship by written notice if, due to substantial changes in Product availability, upstream supplier arrangements, supplier pricing, legal or regulatory requirements, sanctions, customs requirements, risk exposure, market conditions or other objectively verifiable commercial circumstances beyond Soil Synergy's reasonable control, continuing the Order or relationship is no longer commercially feasible on the agreed terms. Such termination shall not affect any Product already loaded, delivered, released or invoiced, or any payment obligation already accrued.

12.5 Any provision which by its nature is intended to survive completion, cancellation or termination shall remain in force, including provisions relating to payment, transfer of title, claims, remedies, liability, indemnity, confidentiality, non-circumvention, governing law and disputes.

12.6 Cancellation or termination of an Order, part of an Order or any ongoing commercial relationship shall not affect any Order already accepted by Soil Synergy, unless Soil Synergy expressly cancels or terminates that accepted Order in writing. It shall also not affect any rights or obligations that have arisen before the effective date of cancellation or termination. Unless expressly agreed otherwise in writing, Soil Synergy shall have no obligation to perform the cancelled or terminated part, and shall not be liable for any loss arising from it. If the Buyer has made an advance payment for Product that

will not be supplied, Soil Synergy may first apply that amount against any outstanding amount owed by the Buyer and shall refund or credit any remaining balance.

13. Miscellaneous

13.1 Nothing in these General Terms or any Order creates a partnership, joint venture, agency, employment relationship or fiduciary relationship between the Parties.

13.2 Unless expressly agreed otherwise in writing, nothing in these General Terms or any Order grants the Buyer any exclusivity in relation to any Product, supplier, territory, customer group or market.

13.3 The Buyer may not assign, transfer or subcontract its rights or obligations under any Order or these General Terms without Soil Synergy's prior written consent.

13.4 Any amendment, waiver or addition to these General Terms or any Order shall be valid only if agreed in writing by Soil Synergy.

13.5 Notices, confirmations and other communications may be made by email or other written form using the contact details most recently notified by the relevant Party.

13.6 If any provision of these General Terms is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. The invalid or unenforceable provision shall be replaced, as far as possible, by a valid provision reflecting the original commercial intention.

13.7 The relevant Order Documents, together with these General Terms, constitute the agreement between the Parties for the relevant Order and supersede prior discussions, offers or communications concerning that Order, unless expressly agreed otherwise in writing.

13.8 No failure or delay by Soil Synergy in exercising any right under these General Terms or any Order shall operate as a waiver of that right.

14. Governing Law and Disputes

14.1 These General Terms, each Order and any dispute arising out of or in connection with them shall be governed by Dutch law.

14.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14.3 Any dispute arising out of or in connection with these General Terms or any Order shall be submitted exclusively to the competent court in the Netherlands in the district where Soil Synergy has its place of business, without prejudice to Soil Synergy's right to seek urgent interim or conservatory measures before any competent court.