

Terms of business at sales of services for HortiAdvice A/S (HAS)**1: Adoption of the terms of business**

1.1 These terms of business are applicable between the parties, if not otherwise has been agreed in writing.

2: Prices

2.1 HAS settles its services according to the time spent and based on the hourly rate, which is informed by HAS prior to commencement of the assignment or as agreed.

2.2 All prices are in Danish kroner exclusively VAT unless otherwise has been agreed in writing.

2.3 Any information from HAS on time consumption involved in performing a given assignment is to be considered an estimate and is therefore not binding for HAS. The client is at any time entitled to be informed about the time consumption already used. If HAS determines that the time consumption associated with a given assignment will be higher than estimated, HAS will soonest possible inform the client accordingly.

2.4 A granted rebate to the client will lapse, if the service(s) agreed upon is (are) reduced at the client's request.

3: HAS's services

3.1 HAS undertakes to deliver services of a good and usable quality.

3.2 HAS's services respect applicable the Danish laws at the time of question.

3.3 HAS's advice and use of third party products (including, for example, fertilising agents and laboratory services, etc.) are in accordance with manufacturer's recommendations. HAS is not responsible for damage caused by third party products or damage arising as a result of the manufacturer's instructions or the manufacturer's product information. Liability for this should be raised by the client directly to the manufacturer.

3.4 When HAS's services include sampling, HAS is obliged to select samples representatively. The client, however, bears the risk that the samples give a true picture of the real facts.

3.5 HAS is not responsible for how

the client uses the advice given by HAS, but only for the content of the advice.

3.6 HAS takes for granted that plants and fields, etc. have the quality which is normal for the area, and that plants and fields are free of pests and chemicals, etc. HAS is not responsible for damage which is wholly or partly attributable to the fact that this condition fails.

3.7 HAS is solely responsible for the content of the advice which is explicit agreed. HAS assumes no general supervisory duties with fields or crops. And including that HAS is not obliged to detect pests, etc., unless there is a specific and expressed obligation assumed.

4: The obligations of the client

4.1 The client is obliged to contribute the materials and information, etc., necessary for the completion of assignment. Only if it is expressly agreed, HAS's services will include materials and products.

4.2 If the client has not specified which employee, the HAS's consultant refers to, HAS's consultant can in all respects refer to the staff member, who signed the agreement.

5: Schedule

5.1 Whoever wrote it, a schedule is only indicative.

5.2 If delivery of one or more of the services needs to be postponed, the party, who cannot deliver according to schedule, must as soon as possible notify the other party. The parties shall endeavour jointly to revise the schedule.

5.3 If the parties cannot agree on a new schedule, or if one or more services is/are delivered with considerable delay(s), each party is entitled to terminate this agreement without any notice regarding services that HAS has not yet begun.

5.4 Neither party may bring claims against the other as a result of a delay which has been notified the other party within a reasonable time after that the need for postponement was realised.

6: Payment

6.1 HAS settles its services monthly in arrears. Expenses may be required

reimbursed at any time.

6.2 Payment is due 8 days from date of invoice.

6.3 From the due date the amount due will be added interest according to the interest on claim during litigation at the time of question.

6.4 In the event of payment default, HAS is entitled to retain its services. The requirement of payment and interest rate, cf. section 6.3., does not depend on whether HAS makes use of its right to withhold further services.

7: Competition

7.1 HAS assumes no restriction of competition and is thus entitled to advise competing businesses both in and after the period, where HAS provides advice to the client.

8: Termination

8.1 Either party may at any time and without any notice terminate this agreement with respect to services not yet delivered cf. section 2.4.

9: Liability

9.1 HAS is liable under Danish law, but not regarding delays, cf. section 5.4.

9.2 HAS is not liable for loss of profits or other direct loss.

9.3 Under all circumstances HAS's liability is maximised to DKK 2.5 million per assignment. By "assignment" is meant all services that HAS undertakes to deliver.

9.4 If the client intends to make a liability claim against HAS, he is obliged to inform HAS immediately that the fact justifying a possible responsibility has been identified and within two years after that the service in concern was received. Hereafter HAS's liability elapses.

9.5 The consultant's indemnity liability follows the consultant that has performed the assignment. Assignments performed by consultants employed by Delphy are covered by Delphy's professional indemnity insurance. Assignments performed by consultants employed by HAS are covered by HAS's professional indemnity insurance