

General Terms and Conditions shall be applicable to any and all offers, quotations and agreements  
General Terms and Conditions Version 1.00 (dated 25 May 2016)

### **Article 1. Definitions**

1. Contractor: Agri-Logic, registered with the Arnhem Chamber of Commerce under number 59758392.
2. Contracting Party: the natural or legal person by whose assignment services are provided and/or activities are carried out.
3. Agreement: the agreement between Contractor and Contracting Party in the matter of the provision of services and/or the performance of activities.

### **Article 2. General**

1. The Agreement shall consist of these General Terms and Conditions together with the confirmation of assignment by Contractor and Contracting Party.
2. These General Terms and Conditions shall be applicable to any and all offers, quotations and the Agreement between Contractor and Contracting Party, unless the parties explicitly deviate from these General Terms and Conditions.
3. The applicability of any purchasing terms and conditions and/or any other terms and conditions of Contracting Party is expressly denied.
4. Should one or more conditions of these General Terms and Conditions be entirely or partially annulled or declared void by the court at any time, this shall not affect the validity of any other conditions.

### **Article 3. Quotations and offers**

1. All quotations and offers by Contractor shall be without obligation, unless the offer or quotation states an acceptance term. If no acceptance term is stated, no right can be derived from the quotation or offer in any manner whatsoever.
2. Quotations by Contractor shall be based on the information supplied by Contracting Party. Contracting Party warrants that he/she has timely and truthfully supplied Contractor all information that is essential for the planning, execution and completion of the assignment.
3. Contractor cannot be held to a quotation or offer if Contracting Party may reasonably understand that (a part of) the quotation and offer contains an obvious mistake or error in writing.
4. A composite quotation and offer shall not obligate Contractor to carry out a part of the quotation and offer against a corresponding part of the stated price.
5. Offers and quotations shall not automatically apply to future orders.

### **Article 4. Prices**

1. All prices shall be in euro exclusive of VAT and other government levies as well as any other costs that may be incurred within the framework of the Agreement such as travel and other expenses and costs including but not limited to invoices by engaged third parties. Aforementioned costs shall be to the account of Contracting Party.

## **Article 5. Agreement**

1. The Agreement shall come into effect as per the day of signing or written confirmation by Contracting Party and Contractor.
2. The Agreement shall be entered for an indefinite period, unless the content, nature or purpose of the Agreement determines that it has been entered into for a fixed period.

## **Article 6. Execution of the Agreement**

1. Contractor shall observe the care of a good Contractor in the execution of his/her activities.
2. By force of the Agreement, Contractor undertakes to perform the work with reasonable endeavours and therefore does not provide any guarantees concerning the results of the assignment, unless explicitly determined otherwise.
3. Contractor shall have the right, insofar as this is required for a proper execution of the Agreement, to have the Agreement partly carried out by third parties. Contractor shall only proceed thereto after consultations with Contracting Party.
4. Contractor shall be entitled to carry out the Agreement in various parts and to separately invoice the thus executed part.

## **Article 7. Alteration of the assignment**

1. Changes in the Agreement by Contracting Party that could not have been foreseen by Contractor and that entail additional work, shall be charged by Contractor to Contracting Party pursuant to the rate agreed in the Agreement. Additional work shall furthermore be the rescheduling of planned activities by Contractor if this is required as a result of supplying incorrect or incomplete data by Contracting Party. Contractor shall have the right to invoice the costs for additional work to Contracting Party on the basis of actual costs.
2. Contracting Party shall timely inform Contractor in writing of any desired changes in the execution of the Agreement after granting the assignment. Any amendment of and/or addition to the Agreement shall only be valid if accepted by both Contractor and Contracting Party (preferably in writing).

## **Article 8. Cooperation Contracting Party**

1. Contracting Party shall at all times, thereto requested and at his/her own initiative, supply to Contractor all relevant information that is required for a correct and efficient performance of the assignment granted to him/her.
2. Contracting Party shall timely make staff from his/her own organisation available, unless the nature of the assignment determines otherwise. Contracting Party shall ensure that his/her staff has the proper skills and experience to carry out the activities.
3. If and insofar as Contractor requests thereto, Contracting Party shall supply Contractor at his/her premises and free of charge a private workspace with telephone and internet connection, unless the nature of the assignment determines otherwise.
4. If Contracting Party has not met his/her obligations in any manner, Contractor shall have the right to suspend the execution of the Agreement, or terminate the Agreement.
5. If there are costs to Contractor ensuing from the fact that Contracting Party has not, not timely or

not properly made staff, requested data, documents and facilities available, such costs shall be to the account of Contracting Party.

#### **Article 9. Termination and/or suspension**

1. Both parties may terminate the Agreement at all times in writing with due observance of a term of notice of 30 (thirty) days unless the parties have agreed otherwise.
2. In the event that one of the parties becomes bankrupt, requests suspension of payment or ceases its activities, the other party shall have the right to terminate the Agreement without any requirement to observe a term of notice.
3. Contractor shall furthermore be authorized to terminate the Agreement if such circumstances occur that execution of the Agreement is impossible or cannot reasonably be required of Contractor.
4. If Contractor proceeds to suspension or termination, Contractor shall in no manner whatsoever be held to compensation for any ensuing damages and or costs.
5. In the event of termination of the Agreement, the receivables of Contractor from Contracting Party shall become immediately payable.

#### **Article 10. Terms of payment**

1. The payment term is thirty days from invoice date in a manner to be indicated by Contractor in euro unless expressly agreed otherwise.
2. If Contracting Party fails to timely pay an invoice, he/she shall legally be in default and the legal (commercial) interest is due by Contracting Party. In such a case, Contracting Party shall pay interest on each month or any part thereof, whereby any part of a month is considered an entire month. The interest on the amount due shall be calculated from the time that Contracting Party is in default until the time of payment of the entire amount that is due.
3. As from the time that Contracting Party is in default, Contracting Party shall also be held to reimburse all (extra)judicial costs and enforcement costs to be made relating to the collection of the amounts invoiced.

#### **Article 11. Complaints and investigations**

1. If Contracting Party does not lodge a written complaint with Contractor within 8 (eight) days after he/she has discovered or should have discovered a fault in the performance of Contractor, Contracting Party shall no longer be able to claim this fault.
2. Contracting Party shall not have the right to suspend his/her (payment) obligations if Contracting Party believes he/she has a right of complaint.
3. Contracting Party must enable Contractor to investigate a complaint or to have it investigated.
4. In the event of founded and timely complaints, Contractor shall to her sole discretion, either repair the fault, or pay Contracting Party an alternative compensation, or credit a proportional part of the invoice.
5. If it is established that a complaint is unfounded, the costs relating thereto incurred by Contractor shall fully be to the account of Contracting Party.

#### **Article 12. Force Majeure**

1. If Contractor cannot, not timely or properly fulfil his/her obligations under the Agreement as a result of a cause that cannot be attributed to him/her, such obligations shall be suspended until the time that Contractor is able to fulfil these in the agreed manner. Illness on the side of Contractor will

in each case be considered as force majeure.

2. If the period in which fulfilment of the obligations of Contractor is not possible, is longer than two months, parties are authorized to terminate the Agreement without any right of Contracting Party to compensation for damages. The performance already effected under the Agreement, shall then be settled proportionately.

### **Article 13. Liability**

1. Contractor shall not be liable for any damages of whatever nature that have arisen from the fact that Contractor has based himself on incorrect and/or incomplete data supplied by Contracting Party.

2. Should Contractor be liable for any direct damages whatsoever, the liability of Contractor shall in each case be limited to at most the invoice value of the order, and an absolute maximum of 50.000 euro (fifty thousand euro).

3. Direct damages can be the reasonable costs to establish the cause and the scope of the damage insofar as the establishment relates to damages in the sense of these General Terms and Conditions, any reasonable costs incurred to bring the faulty performance by Contractor in line with this Agreement insofar as these may be attributed to Contractor, and reasonable costs incurred to prevent or limit the damage insofar as Contracting Party proves that these costs have resulted in a limitation of the direct damages.

4. Contractor shall never be liable for indirect damages, including consequential damage, loss of profit, missed savings and damage through work stagnation.

5. Any claims of Contracting Party to Contractor shall lapse after a period of 1 (one) year after completing the assignment, or within 8 (eight) days after he/she has discovered or should have discovered the damage.

6. The limitations of the liability included in this article, shall not apply when the damage is due to intent or wilful recklessness of Contractor.

### **Article 14. Confidentiality**

1. Contracting Party and Contractor shall be held to secrecy of all confidential information that they have acquired from each other within the framework of the Agreement or from any other source. Information shall be considered as confidential when this has been indicated as such by the other party or when this ensues from the nature of the information.

2. If Contractor, on the grounds of legal condition or a court order, is held to supply confidential information to a third party appointed thereto by law or the competent court, Contractor shall not be held to any compensation or redress for damages and Contracting Party shall not have the right to annul the assignment on the grounds of any resulting damages.

3. Contracting Party and Contractor shall impose their obligations on the grounds of this article to any other third parties to be commissioned by them.

### **Article 15. Intellectual property**

1. All models, works and/or inventions developed by Contractor on behalf of Contracting Party are and shall remain the property of Contractor. This shall include all intellectual property rights including but not limited thereto any copyrights, model rights and or patent rights.

2. All documents, such as reports, computer programmes, system designs, methods, advice and

contracts issued by Contractor on behalf of Contracting Party, may be used by Contracting Party and may be multiplied by Contracting Party for his own use within the own organisation. The documents supplied by Contractor may not be made public, multiplied and/or exploited or made known to any third parties by Contracting Party unless the nature of the supplied documents determines otherwise.

#### **Article 16. Indemnification of third parties**

1. Contracting Party indemnifies Contractor against any possible claims by third parties that incur losses in relation to the execution of the Agreement and the cause of which cannot be attributed to Contractor.
2. Contracting Party shall be held to support Contractor in and out of court in the event that Contractor is addressed on the grounds of the first paragraph of this article and to immediately take all actions that may be expected from him/her in such a case. When Contracting Party is in default with respect to taking adequate measures, Contractor, without any requirement for a notice of default, shall be entitled to proceed thereto himself. All costs and damages on the side of Contractor and third parties resulting thereof, shall fully be to the account and risk of Contracting Party.

#### **Article 17. Applicable law**

1. The Dutch version of these General Terms and Conditions is leading.
2. All Agreements between Contractor and Contracting Party shall exclusively be governed by the law of the Netherlands.
3. Without prejudice to the right of Contractor to submit a dispute to the competent court by law, disputes between the parties shall in first instance be submitted to the competent court in the place of business of Contractor, unless prescribed as mandatory according to the law.