

GENERAL TERMS AND CONDITIONS of Graszoden- en Wormenkwekerij Berendsen (consumers)

Article 1. Definitions

- 1.1. In the absence of explicit statement to the contrary, the terms used in these general terms and conditions are defined as follows.

User: Graszoden- en Wormenkwekerij Berendsen
Business form: Partnership
Address: Luttekeveldweg 15
Post code and city: 7475 RX Markelo
Corporate identity no.: 61835595
VAT registration no.: NL802390626B01
the user of these general terms and conditions.

Consumer: The user's other party to the contract, who is a natural person and is not acting in the course of his profession or business, who which the user sells and delivers, and for whom the user renders services should the need arise, etc.

Contract: The contract between the user and the consumer.

Article 2: Scope of Application

- 2.1. These conditions are applicable to all legal relationships between the user and the consumer, including all offers, quotations and agreements between the user and the consumer to which the user has declared these terms and conditions applicable, insofar as these conditions have not been expressly departed from in writing by the parties.
- 2.2. These terms and conditions are further applicable to all contracts with the user that are executed with the assistance of third-parties.
- 2.3. Departures from these general terms and conditions are valid exclusively if expressly agreed in writing.

Article 3. Offers and formation of the contract

- 3.1. All offers made by the user are subject to contract unless an acceptance period has been expressly stated in or in relation to the quotation.
- 3.2. In the absence of agreement to the contrary, the prices stated in the aforementioned offers/quotations are exclusive of VAT and other governmental levies as well as the costs incurred in relation to the contract, including forwarding and administration expenses.
- 3.3. The offer is based exclusively on the information provided for that purpose by the consumer, and the user can rely on the accuracy and completeness of that information. The consumer guarantees the accuracy and completeness of that information.

- 3.4. The contract is formed between the user and the consumer by one of the following methods and times:
- a) if no order confirmation is sent, at the time at which the consumer accepts in good time and verbally or in writing and in unamended form an offer made by the user;
 - b) if an order confirmation is sent, at the time at which the user takes receipt of the returned order confirmation that was sent to the consumer, signed for agreement;
 - c) or at the time to which the user commences execution of the order on the consumer's request.
- Notwithstanding the above, either party is free to make a case that the contract has been formed by other means and/or at a different time.

Article 4: Execution of the contract

- 4.1. The user will execute the contract with the due care that can reasonably be expected of a good contractor. The user does not however guarantee that a certain result will be achieved.
- 4.2. All deadlines indicated by the user are indicative and are not to be regarded as firm deadlines. Exceeding these limits not oblige user to only causing the damage-compensation and gives the consumer the right to terminate the agreement, unless there is intent or gross negligence of the user.
- 4.3. In cases of late delivery the user must be held in default by the consumer before being considered to be in default.
- 4.4. If and in so far as required for the correct execution of the contract, the user reserves the right to have the work carried out by third-parties.
- 4.5. The consumer shall ensure that the user is provided in good time with all information that the user indicates is necessary and which the consumer could reasonably be expected to realise is necessary to the execution of the contract. If the information required for the execution of the contract is not issued to the user on time, the user reserves the right to suspend execution of the contract and/or to charge the consumer with extra costs incurred as a result of the delay at the current market rates.

Article 5: Delivery and costs

- 5.1. Delivery shall take place ex works/shop/warehouse of the user. Or from another production site in user, if the product is not in stock, user can incur additional charges.
- 5.2. The consumer is obliged to accept the goods at the time at which the user delivers them or has them delivered to him or when they are made available to him in accordance with the contract.
- 5.3. If the consumer refuses to take delivery or fails to provide information or instructions necessary to the delivery, the user shall be entitled to store the goods at the consumer's expense and risk after the user has notified him of his intention to do so. All storage costs will in that case be charged to the consumer.
- 5.4. If the user and the consumer have agreed on delivery, delivery shall take place free of charge unless the user has notified the consumer of the delivery

costs upon entering into the contract. The user reserves the right to invoice the delivery costs separately upon delivery.

- 5.5. The risk of the goods shall transfer to the consumer at the time at which they are legally and/or actually delivered to the consumer and are thus placed at the consumer's disposal or a third-party nominated by the consumer for that purpose.

Article 6: Price and costs

- 6.1. The price is exclusive of VAT and all other costs incurred in the context of the contract.
- 6.2. User shall be entitled to increase this price, for example in case of change or supplement to the agreement.

Article 7: Payment

- 7.1. Payment to be made in cash upon delivery or within fourteen days of the invoice date.
Objections to the level of the bills do not suspend the payment obligation.
- 7.2. If the consumer fails to remit payment within the 14-day period, the consumer shall be held in default by operation of law. The consumer shall in that case be liable for the payment of interest equal to the statutory interest rate at that time. The interest over the payable amount shall be calculated from the time at which the consumer was held in default until the time of full and final settlement, in which context part of a month shall be deemed to be a full month.
- 7.3. The user's claims on the consumer shall become immediately due and payable in the event of the consumer being declared bankrupt, granted suspension of payment, being subjected to attachment or placed under administration or guardianship.
- 7.4. If the user exceeds any payment period the user has the right to discontinue further deliveries to the consumer until the full outstanding amount under all contracts entered into with the user has been paid. The user is in that case further entitled to send subsequent deliveries exclusively on a cash on delivery basis.

Article 8: Retention of title

- 8.1. All goods delivered by the user remain the property of the user until the consumer has met in full all of the obligations under the contract entered into with the user; this to be decided at the user's discretion.
- 8.2. The consumer is not authorised to pledge or encumber in any other way the goods covered by retention of title.
- 8.3. In the event of third-parties imposing an attachment on the goods delivered under retention of title or setting out to establish or invoke any rights to them, the consumer is obliged to notify the user of that as soon as may reasonably be expected.
- 8.4. In the event of the user wishing to exercise his property rights as provided for in this

article, the consumer hereby gives unconditional and irrevocable permission, now for then, for the user or third-parties engaged by the user to enter the places where the property of the user is located and to repossess that property.

Article 9: Collection costs

- 9.1. All judicial and extrajudicial (debt collection) costs reasonably incurred by the user in connection with the consumer's non-compliance or late compliance with his payment obligations shall be for the consumer's account.
- 9.2. The consumer is liable for payment of statutory interest over the debt collection costs.

Article 10: Inspection / complaints

- 10.1 The consumer must notify the user in writing of complaints within 24 hours of establishing the defect. The letter of complaint should contain a description of the failure to perform in as much detail as possible so that the user is able to put forward an adequate response.
- 10.2 If a complaint is well-founded, the user is authorised to decide at his own discretion whether to amend the invoice, redeliver the relevant product or service or reimburse a proportion of the price already paid without continuing to implement the contract.
- 10.3 If the consumer fails to lodge a claim within the period provided for in article 10.1, all of his rights and claims of any nature regarding the subject of the complaint made or which could have been made during that period shall be null and void.

Article 11: Expiry period

- 11.1. Notwithstanding the provisions of article 10, the consumer is obliged if he is or remains of the opinion that the user has failed to implement the contract on time, completely or correctly - unless this is done subject to the provisions of article 10.1 - to notify the user as such in writing and without delay and to exercise his rights to institute claims on that basis within 24 hours of the date of that notification, or within 24 hours of the time at which notification should have taken place, in the absence of which all of his rights and claims in that regard shall lapse upon expiry of the period set forth above.

Article 12: Suspension and dissolution

- 12.1 If the consumer fails to meet any obligation to the user or to meet it in full or on time, if the consumer is declared bankrupt or a request for his bankruptcy is filed at the court, if the consumer has applied for or been granted suspension of payment, if goods of the consumer are subjected to an attachment, or if the consumer is placed under administration or guardianship, the user has the right to suspend compliance with his obligations to the consumer or to dissolve the contract with the consumer in full or in part, without any notice of default or legal intervention being required and without being obliged to pay any compensation for damages, without prejudice to the remaining rights of the user, including the right to claim compensation for damages.

Article 13: Guarantee

- 13.1 The user provides within 24 hour guarantee on all delivered goods and guarantees that all delivered goods meet the normal standards of soundness and usability and the statutory requirements.
- 13.2. The user will repair faults that occur during normal use of the delivered goods free of charge provided that they are covered by the guarantee. The user will determine whether the guarantee applies and the method of repair. The user is also authorised to replace defective goods. If the user opts to replace the goods and offers the consumer a completely new article, a standard percentage will be charged to cover depreciation/usage costs.
- 13.3. No claim can be made on the guarantee if the defect or the wear is evidently the result of defective maintenance or if the wear can be regarded as normal wear and tear. Neither can the guarantee be invoked in the following cases:
- if changes have been made in or to the delivered goods by third-parties;
 - if the defects have been caused by unintended or inexpert usage (such as failing to act according to the accompanying directions for use);
 - if the goods are damaged as a result of intentional act or omission or gross negligence;
 - if the goods are damaged as a result of outside causes (such as lightning strike, power failure, natural disaster, etc.);
 - if the consumer fails to provide the user with the place, opportunity or time to investigate and repair the defect;
 - if the consumer remains in default and fails to meet his or her obligations.

Article 14: Liability

- 14.1. In the event of the user supplying defective goods, the user's liability to the consumer is limited to the provisions set forth in these conditions under "Guarantees".
- 14.2. In cases where the manufacturer of a defective item is liability for consequential losses, the liability of the user is limited to repairing or replacing the item or to reimbursing the purchase price.
- 14.3. Notwithstanding the above, the user cannot be held liable if the loss can be attributed to intentional act or omission and/or gross negligence and or culpable act on the part of the consumer or inexpert or incorrect usage by the consumer.
- 14.4. The limitations of liability for direct losses set out in these conditions are not applicable in cases where the loss can be attributed to intentional act or omission or gross negligence on the part of the user or his subordinates.
- 14.5. The consumer is obliged to limit or, where possible, to reverse his or her loss and that of his or her members.

Article 15: Indemnification

- 15.1. The consumer indemnifies the user against claims of third-parties regarding intellectual property rights on materials or information issued to the consumer and which are used during implementation of the contract.
- 15.2. The consumer indemnifies the user against claims of third-parties regarding losses related to or arising from the contract implemented by the user if and insofar as the user is not liable to the consumer in that respect by virtue of the provisions of article 13.

Article 16. Force majeure

- 16.1. The parties are not be required to comply with any obligation if prevented from doing so
as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views.
- 16.2. In these general conditions, force majeure is defined - in addition to that which is
deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of the user but which prevent the user from meeting his obligations. That includes strikes at the user's business.
- 16.3. No claims for any compensation can be made by the consumer in the event of force majeure.
- 16.4. If a case of force majeure leads to an agreed date or term being exceeded, the consumer has the right to dissolve the relevant contract by means of written notification to that effect. That dissolution shall not extend to goods that have already been delivered; those goods must be paid for by the user with due observance of article 7 of these general conditions.

Article 17: Applicable law and disputes

- 17.1. In the absence of mandatory rules of law to the contrary, the court in the user's place of establishment has exclusive competent jurisdiction.
- 17.2. All legal relationships between the user and the consumer to which these general conditions apply shall be governed by the laws of the Netherlands. The Vienna Sales Convention is expressly excluded.

Article 18: Source

- 18.1 These conditions can be found on our websites and is for everyone to see on request or not.