

General terms and conditions of Greenworld B.V.

1. Applicability and definitions

1. Exclusively these terms shall apply to all offers and agreements of or with the private limited company Greenworld B.V., also trading under the name Farm Solutions, with its registered office in Arnhem, the Netherlands, registered with the Chamber of Commerce under number 09100043, hereinafter referred to as 'Greenworld'.
2. In these terms and conditions, 'client' is understood to mean any (legal) person or consumer who has concluded an agreement with Greenworld.
3. In these terms and conditions, 'consumer' is understood to mean any natural person who is not acting in the course of a profession or business.
4. These general terms and conditions also apply to a consumer, unless stated otherwise.
5. Additions to and/or deviations from these terms and conditions only apply if they have been agreed on in writing between Greenworld and the client.
6. If Greenworld deviates from these general terms and conditions in an agreement, the client can never invoke the deviation in subsequent agreements.
7. The client's general terms and conditions, or any general terms and conditions other than these general terms and conditions, shall expressly not apply to any offers and agreements made by or with Greenworld.
8. In case of any contradictions, over a translated version of these general terms and conditions in a language other than Dutch, the meaning and interpretation of the Dutch-language version of these general terms and conditions shall prevail.
9. In these general terms and conditions, the meaning of 'in writing' or 'written' also means 'by e-mail'.

2. Offers and agreements

1. All offers and quotations from Greenworld, in whatever form and under whatever name, are without obligation, unless they contain a term for acceptance.
2. If the client accepts an offer/quotation, Greenworld is entitled to revoke the offer within three working days of receiving the acceptance.
3. Greenworld cannot be held to its quotations or offers if these contain an obvious mistake or clerical error.
4. The client cannot accept only part of a quotation or offer.
5. Any changes to the agreement are made in writing through offer and acceptance.
6. An agreement is only concluded after it has been confirmed by Greenworld in writing within four days of the client issuing the instruction, or if Greenworld has commenced the performance of the agreement within four days.
7. Each agreement is entered into under the suspensive condition that the client, at the sole discretion of Greenworld, proves to be sufficiently creditworthy for the fulfilment of the agreement.
8. Greenworld is entitled, upon or after entering into the agreement, to require a down payment or security from the client, which is sufficient for the payment obligations.

3. Cancellations or dissolution

1. If the client cancels, terminates or dissolves the agreement in whole or in part (other than due to the provisions of Article 7, paragraph 5 or 6), it is obliged to pay Greenworld:
 - a. all costs incurred or to be incurred by or on behalf of Greenworld with a view to the performance of the agreement, including ordered materials, costs of third parties, etc, and;
 - b. the costs incurred by Greenworld because of the inability to deploy personnel or equipment elsewhere, and;

- c. an amount of 25% of the total sum of the agreement as compensation for lost profit, without Greenworld having to demonstrate this lost profit. This may be a higher amount if Greenworld can demonstrate that the loss of profit is a higher amount, and;
 - d. any other damage suffered by Greenworld as a result of the cancellation or dissolution.
2. If Greenworld dissolves or terminates the agreement on the basis of the law or the agreement (including these general terms and conditions), the client will also owe Greenworld the fees referred to in paragraph 1 of this article.

4. Performance of the agreement and delivery

1. In these General Terms and Conditions, in accordance with that which is provided in this respect in the Vienna Sales Convention, delivery of the products is understood to mean: the provision of the products by Greenworld to the client or first carrier, all this in line with that which has been agreed upon by Greenworld and the client in this respect, at the place agreed upon by Greenworld and the client.
2. In the event of late delivery, Greenworld must be given notice of default and a final reasonable term for delivery must be granted.
3. The client is obliged to accept the products from the moment they are made available to him.
4. There is a defect in a product if the quantity, quality, description or method of packaging does not meet the requirements set out in the agreement between Greenworld and the client.
5. The client is obliged to check the products for possible defects in numbers and for any defects immediately upon delivery, or to carry out this check immediately after the notification from Greenworld that the goods are available to the client. Any defects must be:
 - stated on the delivery note, the invoice and/or the transport documents, and
 - reported to Greenworld in writing within 24 hours, failing which Greenworld is not obliged to repair the defects.
6. The agreed delivery time is not an obligation of result but an obligation to use best endeavours. If Greenworld does not meet the agreed delivery time, this is no reason to dissolve the agreement or to recover damage.
7. Any hidden defects must be reported to Greenworld in writing immediately, yet within 7 (seven) days of discovering these defects. To allow Greenworld to respond adequately, the notification must contain a description of the defect, which description must be as accurate as possible.
8. The client must enable Greenworld to investigate a complaint or have it investigated.
9. The client must not use a product in which it has previously found a defect.
10. The client is obliged to keep a product in which it has found a defect, so as to enable Greenworld to conduct an investigation. The client's retention obligation ends after Greenworld has fully settled the complaint.
11. Minor deviations in quality, composition, quantity, colours, finish, size, composition, acidity, operation, weighing, etc. do not entitle the client to compensation, cancellation or refusal of (further) delivery.
12. Greenworld is entitled to deliver in parts (partial deliveries), which Greenworld can invoice separately.
13. The obligation of Greenworld to deliver is fulfilled if the goods have been offered to the client once. The receipt signed by the client or the person representing him serves as full proof of delivery.
14. In the event of non-acceptance or late acceptance by the client, travel costs, storage costs and other costs will be borne by the client. If this situation persists for more than

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one month, Greenworld is entitled to dissolve the agreement, with due observance of Article 3.

15. Greenworld is entitled to outsource the performance of the agreement in whole or in part to one or more third parties.

5. Transport risk and transfer of risk

1. All risks of transport or of goods to be delivered or delivered (such as, for example, the risk of loss, damage or depreciation) rest with the client from the moment the goods leave the Greenworld warehouse. This concerns both direct and indirect damage, even if the client demands that consignment notes, transport addresses, etc contain the clause that all transport damage is at the expense and risk of the sender.
2. If the client is a consumer and it has been agreed that the goods will be delivered to his home, the risk of the goods to be delivered or the goods delivered will not pass until the actual delivery.
3. The method of transport, shipment, packaging, etc will be determined by Greenworld as a good entrepreneur if no further instructions have been provided by the client. Any specific wishes of the client regarding the transport and/or shipping will only be carried out if Greenworld has accepted these wishes and the client has declared that he will bear the additional costs thereof.
4. The client must take possession of the products immediately after they arrive at the place of delivery. The risk of loss, theft or depreciation is transferred to the client from the time the goods have been made available to him.

6. Retention of title

1. The right of retention of title is governed by Dutch law and these general terms and conditions. If these General Terms and Conditions contain agreements on retention of title that deviate from Dutch law, that which is stated about retention of title in these General Terms and Conditions shall prevail.
2. All products delivered by Greenworld remain the property of Greenworld until the Buyer has properly fulfilled all obligations under all agreements concluded with Greenworld, including compensation of interest and costs, also for earlier or later deliveries and any work performed or to be performed in connection with the products.
3. The right of retention of title pursuant to the previous paragraph shall also apply in the event that mixing (within the meaning of Section 5:15 of the Dutch Civil Code) of the delivered products has taken place.
4. The client is not authorised to transfer the delivered goods to third parties as collateral or to transfer the ownership of the delivered goods. Neither is the client permitted to hand over the delivered goods for use to third parties, except on account of his business operations.
5. In the event of the resale by the client of goods that have not (yet) been paid, in whole or in part, the client will transfer the claim arising from this resale against the buyer to Greenworld, whereby each transfer will be regarded as a (partial) payment.
6. The client is obliged to pass on to Greenworld the relevant resale data at Greenworld's first request, so Greenworld can collect the amount due directly from the client at the buyer. The amount paid by this buyer to Greenworld will be deducted from the total amount owed by the client to Greenworld.
7. In the event of resale, the client is obliged to invoke the same retention of title vis-à-vis the buyer as stated in this article.
8. If the client does not, not timely or not properly fulfil any obligations towards Greenworld under the agreement, or

if another circumstance as referred to in Article 12 paragraph 1 occurs, Greenworld is entitled to take back (previously) delivered goods (subject to all other measures to which Greenworld is entitled) and to do so without any notice of default or judicial intervention.

9. If Greenworld wishes to exercise its proprietary rights referred to in this article, the Buyer hereby gives his unconditional and irrevocable permission to Greenworld and any third party to be appointed by Greenworld to access any location where the property of Greenworld may be held and to retrieve those goods.
10. The client must at all times do everything that can reasonably be expected of him to safeguard the property rights of Greenworld.
11. The client is obliged to immediately notify Greenworld in writing of the fact that goods delivered subject to retention of title are seized or if third parties assert rights to what has been delivered by Greenworld, insofar as this is (still) the property of Greenworld, as well as when any circumstance as referred to in Article 12.1 occurs.

7. Prices

1. All prices are exclusive of turnover tax and ex-warehouse, unless explicitly agreed otherwise in writing.
2. Unless stated otherwise in writing, the price does not include import or export duties, taxes, levies, special packaging material, (costs of) transport and insurance.
3. If the cost prices have increased since the date of the offer due to the price increase of raw materials, (auxiliary) materials, parts, transport costs, wages, insurance premiums, tax charges, import duties, exchange rates, etc, Greenworld is entitled to pass on this increase in the prices.
4. The provisions of the previous paragraph also apply if these cost-increasing factors were foreseeable at the time of entering into the agreement.
5. If the price increase of an agreement that has already been concluded amounts to more than 15% of the agreed price, the client has the right to dissolve the agreement without judicial intervention by means of a registered letter, in which case he is obliged to make a proportional payment for work that has already been delivered or performed. For that part, the provisions of these terms and conditions remain fully applicable.
6. If the client is a consumer, he is authorised to cancel the agreement if a price increase occurs in accordance with paragraph 3, unless the price increase occurs three months after the conclusion of the agreement, in which case paragraph 5 applies by analogy.
7. The client is obliged to adhere to the (minimum) sales prices set by Greenworld for the goods delivered, unless the client explicitly agrees otherwise with Greenworld in writing.
8. If the client violates the provisions of the previous paragraph, Greenworld is entitled to discontinue all delivery agreements (still to be performed) without judicial intervention and to consider the agreement as terminated on the basis of Article 12, without prejudice to the other provisions of Articles 12 and 3. In addition, all claims of Greenworld on the client are immediately due and payable.

8. Payment

1. Unless stated otherwise by Greenworld, payment must be made prior to delivery.
2. If the invoice amount is not received from the client within 7 (seven) days, the client is in default by operation of law. In that case, the client will owe interest of 1.5% per month on the invoice amount, as long as the client is in default, whereby the time is calculated in full months.
3. If payment of the invoice has not been received within the period of 14 (fourteen) working days after the invoice

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date and if legal measures are taken towards obtaining payment against the client, the latter is obliged to pay (extra) judicial collection costs, which are set at a minimum of 15% of the amount to be paid. This is subject to a minimum of €150.00, without prejudice to any legal costs payable by the client by virtue of a court decision.

4. The payments made by or on behalf of the client first serve to settle costs and interest and then the oldest outstanding invoices, even if the client indicates that the payment applies to a later invoice.
5. If the client fails to pay for a partial delivery, Greenworld is entitled to suspend the other delivery orders still to be executed by the period during which the client leaves a due and payable (partial) invoice unpaid, without prejudice to Greenworld's right to permanently terminate deliveries and to demand payment of anything Greenworld has to claim at that time, without prejudice to Greenworld's right to compensation in accordance with the provisions of Article 3.
6. If the client is a consumer, the statutory rules apply to the payment and collection of the invoice sent by Greenworld to the client.
7. Greenworld is authorised to demand a down payment from the client before the products to which this down payment relates are delivered.

9. Force majeure

1. Force majeure includes incapacity for work of one or more employees/subordinates, non-delivery or late delivery by suppliers, strikes, fire, loss of property during transport, water damage, government measures, damage during shipping or transport, export bans, weather influences, war, mobilisation, import or export impediments, pandemic and all other situations that cannot be attributed to Greenworld and that prevent the fulfilment of the agreement, whether or not temporarily.
2. In the event of force majeure, Greenworld will be entitled, at its discretion, to either extend the delivery time by the duration of the impediment or cancel the purchase insofar as it is affected by the impediment.
3. If the impediment does not last longer than one month, the client is not authorised to cancel. If the impediment lasts longer than one month, the client has the right to cancel the agreement, provided this is done by registered letter and this letter is received by Greenworld before delivery of the purchased item.
4. Greenworld is entitled to demand payment for the performances that have been made during the performance of the agreement concerned, before the circumstance causing force majeure has become apparent.

10. Complaints

1. Complaints about delivered goods must be submitted to Greenworld in writing or by e-mail within 7 (seven) days of receiving the goods.
2. Complaints about invoices must be received by Greenworld within five days of the date of dispatch.
3. After the expiry of a term set in paragraph 1 or paragraph 2, the client is deemed to have approved the delivered goods or the invoice. Complaints received after the aforementioned term will not be accepted by Greenworld.
4. Submitting complaints will never release the client from his payment obligations; the provisions of Article 8 will continue to apply in full.
5. For the purpose of these provisions, each partial delivery is deemed an independent delivery.
6. Without the written consent of Greenworld, the client is not entitled to return goods he has a complaint about.
7. If it is established that a complaint is unfounded, the costs incurred by Greenworld as a result, such as the investigation costs, will be borne by the client.

8. Notwithstanding the statutory limitation period, the limitation period for all claims or defences against Greenworld is one year.

11. Return shipments

1. Return shipments are not permitted, unless Greenworld gives written permission for this.
2. All costs and risks associated with or arising from the return shipment are at the expense of the client, unless, after permission from Greenworld, the item is returned due to an error or defect that is at the expense of Greenworld.

12. (Notice of) termination of the agreement

1. Greenworld reserves the right to terminate the agreement(s) with the client immediately and without judicial intervention or to suspend its obligations arising from the agreement, if the client is declared bankrupt, applies for a moratorium or is placed under administration/guardianship, proceeds to liquidation, the client proceeds to reorganise its debts, or in the event of another circumstance as a result of which the client can no longer freely dispose of its assets, or if Greenworld has reasons to fear that the client will not meet its obligations in full or on time.
2. In the event of suspension or termination of the agreement as referred to above, all claims against the client are immediately due and payable and Greenworld is also entitled to the payments referred to in Article 3.
3. If Greenworld proceeds to suspend or terminate the agreement on the basis of the provisions of this article, it is in no way obliged to compensate the client for damage or costs that arise as a result.

13. Advice and information provided

1. The client cannot derive any rights from advice and information received from Greenworld, if they are not related to the agreement.
2. The client indemnifies the contractor against any claim from third parties with regard to the use of advice, drawings, calculations, designs, materials, samples, models and other works or goods provided by or on behalf of the client.
3. Greenworld is not liable for advice on products to be applied or other advice, unless a separate consultancy agreement is concluded with the client in which the client actually provides consideration for the consultancy work to be performed by Greenworld.
4. If Greenworld is liable for consultancy services on the basis of this provision, this liability is limited to the invoice amount of the relevant consultancy services performed.

14. Liability and warranty

1. If Greenworld should be liable, this liability is limited to what is regulated in this article, except in the case of intent or wilful recklessness.
2. The warranty on the delivered goods is entirely in accordance with and limited to the warranty granted by the producer of the aforementioned goods.
3. The liability of Greenworld is in any case always limited to the amount paid out by the insurer of Greenworld in the relevant case. If no payment is made, the liability is limited to the invoice amount of the relevant agreement. In the event of a composite agreement, the liability is limited to that part of the invoice amount to which the damage relates.
4. Greenworld is never liable for indirect damage, including, for example, consequential damage, lost profit and lost savings or damage to third parties.

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5. Greenworld is never liable for damage due to products and services supplied by it, if it appears that the client (or an end user):
- has not complied with the instructions for use;
 - is allergic to the delivered goods or suffers an allergic reaction to the product;
 - used or stored the delivered goods improperly or has not used or stored them correctly;
 - has used the delivered goods for other purposes;
 - has used the delivered goods while the client was aware of a defect in the delivered items;

15. Final provisions

1. All agreements between Greenworld and the client are governed by Dutch law. The Vienna Sales Convention shall also apply to any agreement between Greenworld and the client. Similar treaties are emphatically not applicable.
2. All disputes between Greenworld and the client arising from agreements will be exclusively settled in the first instance by the court of East Brabant, Eindhoven location.
3. If at any one time, one or more provisions of these general terms and conditions are partly or fully null and void or partly or fully voided, all other provisions of these general terms and conditions remain fully applicable. In that case, Greenworld and the client will consult each other to agree on new provisions. The purpose and purport of the original provisions will be taken into account as much as possible.
4. If a situation arises between the parties that is not regulated in these general terms and conditions, the purpose and scope of these general terms and conditions must be taken into account as much as possible when assessing this situation.