

GENERAL CONDITIONS

Article 1: Validity

These general conditions apply to all our offers, order confirmations, deliveries and invoices. By accepting an offer and giving an order, the customer explicitly accepts these general conditions unless differently stipulated in writing. He admits to have waived any existing own terms.

Article 2: Offers

Unless explicitly otherwise agreed, all our offers and information are given without engagement, as an indication and subject to harvest restriction. Any order issued binds the seller only after written confirmation of acceptance of the order.

Since offers are always done under harvest restriction, the seller has the right to adapt the contract to the circumstances without giving the buyer the right to obtain any compensation.

Article 3: Prices

The prices are calculated on the basis of the daily prices on the day of delivery unless otherwise explicitly and differently stipulated. When placing an order, the buyer accepts that the seller is entitled to increase the agreed price if the price of wages, social security etcetera underwent an increase since the date of the agreement. Such price increase will be communicated to the buyer in writing and is binding for him.

Article 4: Delivery

The incoterms, valid at the time of conclusion of the contract, will be applicable. Delivery will take place ex-works (EXW) from the seller. Any order of 1.000,00 euros (excluding VAT) or more is delivered free. Orders less than 1.000,00 euros (excl. VAT) are subject to shipping costs.

Article 5: Complaints

To be acceptable, complaints have to be done in writing within 8 days after receipt of the goods. Remarks don't give the buyer the right to suspend payment.

In case of persistent disagreement between the parties about the quality of the product delivered by the seller, an evaluation can be carried out, at the request of either party, by NAK Tuinbouw, located in Roelofvarendsveen, the Netherlands. The costs associated with this assessment will be borne by the party predominantly put in the wrong.

Article 6: Force Majeure

If delivery is prevented by force majeure or objected to a large extent, the seller has the right to modify the contract to the circumstances or to cancel the agreement. The buyer explicitly waives any claim.

The seller will notify the buyer as soon as possible if he is unable to deliver by force majeure or if he can't deliver on time.

Article 7: Breeding advice / recommendations

Breeding advice is given by the seller without engagement. Descriptions and recommendations, in whatever form, are based on experiences in tests and in practice as accurate as possible.

The seller can in no way be held responsible for deviating results in the cultivated product on the basis of such information. The buyer has to judge himself if the goods are suitable to be used for the intended cultivations or under the local conditions.

Article 8: Further use

The buyer is not allowed to use the delivered goods for further multiplication and / or reproduction of source material.

In case of resale of the delivered goods, the buyer must apply this term to his own buyer too, under penalty of damages.

Article 9: Retention of property

Until full payment and settlement of all obligations under the sales contract, the goods remain the property of the seller. Without the knowledge of the seller, the buyer is not entitled to deliver the goods to third parties before payment of the goods.

In case of non-payment on the due date of the invoice and in the event of bankruptcy or insolvency, the agreement will automatically, without prior notice and only by notification by registered letter be considered as dissolved.

Liability:

If the seller is liable for the damages suffered by the buyer, the liability of the seller will never exceed the invoice amount of the delivery in question.

Article 10: Payment

All prices are excluding VAT and other taxes which are imposed by the government. Each invoice is net, payable in cash in Bree unless differently stipulated in writing. Drawing a bill of exchange does not affect this. Any delay in payment brings an obligation for the customer to pay an interest under the Law of 02.08.02 on combating late payment in commercial transactions. The interest is calculated from month to month and each month begun will be charged for a full month.

In the event of unjustified non-payment on the due date of the invoice, a conventional fixed compensation of 15% on the outstanding invoice amount will be owed. This indemnification is for the additional administration, credit control, unavailability of funds etcetera. The indemnification remains payable even if the late invoice is only paid in capital sum. Not paying one invoice makes all (not even overdue) invoices immediately payable.

Article 11: Jurisdiction

All disputes concerning the contract will be governed by Belgian law. Only the courts of Tongeren are competent to take cognizance of such disputes. From this arrangement can only be deviated by the seller.