

General Terms and Conditions Holland Farming B.V.

Private company with ordinary structure Holland Farming B.V. (hereinafter: HF) is registered with the Chamber of Commerce under number 58316760 and has its registered office at Groenekanseweg 246L (3737AL) in Groenekan.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise:
2. Offer: Any written offer to the Buyer for the delivery of Products by the Seller to which these terms and conditions are inextricably linked.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Consumer: The natural person who does not act in the course of a profession or business.
5. Buyer: The Company or the Consumer who enters into a (distance) Agreement with the Seller.
6. Agreement: The (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Buyer from HF.
7. Products: The Products offered by HF are fertilizer products.
8. Seller: The supplier of Products to Buyer, hereinafter: HF.

Article 2 - Applicability

1. These general terms and conditions apply to every Offer from HF and every Agreement between HF and a Buyer and to every Product offered by HF.
2. Before a (distance) Agreement is concluded, the Buyer will be provided with these general terms and conditions. If this is not reasonably possible, HF will indicate to the Buyer how the Buyer can view the general terms and conditions, which in any case have been published on the HF website, so that the Buyer can easily store these general terms and conditions on a durable data carrier.
3. In exceptional situations, it is possible to deviate from these general terms and conditions if this has been explicitly agreed in writing with HF.

4. These general terms and conditions also apply to additional, amended and follow-up agreements with the Buyer. Any general and/or purchase conditions of the Buyer are expressly rejected.

5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are invalid, the other provisions of these general terms and conditions will remain in force and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.

6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.

7. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and insofar as applicable.

Article 3 - The Offer

1. All offers made by HF are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the offer. An Offer only exists if it has been laid down in writing.

2. The Offer made by HF is without obligation. HF is only bound by the Offer if the Buyer's acceptance thereof is confirmed in writing within 30 days, or if the Buyer has already paid the amount due. Nevertheless, HF has the right to refuse an Agreement with a potential Buyer for any good reason for HF.

3. The Offer contains an accurate description of the Product offered with associated prices. The description is detailed in such a way that the Buyer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot be binding on HF. Any images and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (remotely). HF cannot guarantee that the colors in the image correspond exactly to the real colors of the Product.

4. Delivery times and terms stated in HF's Offer are indicative and do not entitle the Buyer to dissolution or compensation if they are exceeded, unless expressly agreed otherwise.

5. A composite quotation does not oblige HF to deliver part of the goods included in the offer or Offer at a part of the stated price.

6. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on the run-out principle.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Buyer has accepted an Offer from HF by paying for the relevant Product.
2. An Offer can be made by HF via the website.
3. If the Buyer has accepted the Offer by concluding an Agreement with HF, HF will confirm the Agreement with the Buyer in writing, or at least by e-mail.
4. If the acceptance (on minor points) deviates from the Offer, HF is not bound by it.
5. HF is not bound by an Offer if the Buyer could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Buyer cannot derive any rights from this mistake or error.
6. The right of withdrawal is excluded for the Buyer being a Company. Buyer, being a Consumer, has the right to exercise its right of withdrawal within the legal term. If withdrawal applies, the Buyer will handle the Product and the packaging with care. It will only unpack or use the Product to the extent necessary to determine the nature, characteristics and functioning of the Product. The direct costs for returning the Product are for the account of the Buyer.

Article 5 - Performance of the Agreement

1. HF will perform the Agreement to the best of its knowledge and ability.
2. If and insofar as required for the proper execution of the Agreement, HF has the right to have certain activities performed by third parties at its own discretion.
3. The Buyer shall ensure that all information, which HF indicates is necessary or which the Buyer should reasonably understand to be necessary for the performance of the Agreement, is provided to HF in a timely manner. If the information required for the execution of the Agreement has not been provided to HF in time, HF has the right to suspend the execution of the Agreement.
4. In the performance of the Agreement, HF is not obliged or obliged to follow the Buyer's instructions if this changes the content or scope of the Agreement. If the instructions result in additional work for HF, the Buyer is obliged to reimburse the additional or additional costs accordingly.
5. HF may require security from the Buyer or full advance payment before proceeding with the performance of the Agreement.

6. HF is not liable for damage, of whatever nature, that has arisen because HF has acted on the basis of incorrect and/or incomplete information provided by the Buyer, unless HF was aware of this inaccuracy or incompleteness.

7. The Buyer indemnifies HF against any claims from third parties who suffer damage in connection with the performance of the Agreement and which are attributable to the Buyer.

Article 6 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Buyer has not provided all the requested information or has not provided it on time, does not provide sufficient cooperation, the (down) payment has not been received in time by HF or due to other circumstances If any delay occurs beyond HF's control, HF is entitled to a reasonable extension of the delivery/completion period. All agreed delivery times are never strict deadlines. The buyer must give HF written notice of default and allow it a reasonable term to still be able to deliver. The buyer is not entitled to any compensation due to the delay that has arisen.

2. The buyer is obliged to take delivery of the goods at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.

3. If the Buyer refuses to take delivery or is negligent in providing information or instructions that are necessary for the delivery, HF is entitled to store the goods at the expense and risk of the Buyer.

4. If the Products are delivered by HF or an external carrier, HF is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.

5. If HF requires information from the Buyer in the context of the performance of the Agreement, the delivery time will only commence after the Buyer has made all information necessary for the performance available to HF.

6. If HF has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.

7. HF is entitled to deliver the goods in parts, unless this has been deviated from in the Agreement or if the partial delivery does not have an independent value. HF is entitled to invoice the delivered goods separately.

8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. HF reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 7 - Packaging and transport

1. HF undertakes towards the Buyer to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries are made including turnover tax (VAT), including packaging and packaging material.
3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 8 - Investigation, complaints

1. The buyer is obliged to inspect the delivered goods at the time of delivery, but in any event within 14 days of receipt of the delivered goods, but only to unpack or use them to the extent necessary. to assess whether it keeps the Product. In doing so, the Buyer must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
2. The Buyer is obliged to investigate and inform himself in which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. HF accepts no liability for misuse of the Product by Buyer.
3. Any visible defects or shortcomings must be reported to HF in writing after delivery to info@hollandfarming.com. The buyer has a period of 14 days after delivery for this. Non-visible defects or shortcomings must be reported within 14 days of discovery, but no later than 6 months after delivery. In the event of damage to the Product due to careless handling by the Buyer itself, the Buyer itself is liable for any loss in value of the Product.
4. If a complaint is made in time pursuant to the previous paragraph, the Buyer remains obliged to pay for the purchased goods. If the Buyer wishes to return defective goods, this will only take place with the prior written consent of HF in the manner indicated by HF.
5. If the Buyer, being a Consumer, uses his right of withdrawal, he will return the Product and all accessories, insofar as this is reasonably possible, in its original condition and packaging, in accordance with HF's return instructions. The direct costs for return shipments are for the account and risk of the Buyer.
6. HF is entitled to initiate an investigation into the authenticity and condition of the returned Products before a refund will be made.

7. Refunds to the Buyer will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Buyer's declaration of dissolution. Refunds will be made to the previously specified account number.

8. If the Buyer exercises its right to complain, the Buyer, being a Company, has no right to suspend its payment obligation nor to settle outstanding invoices.

9. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to HF, HF will send the missing Product(s) or cancel the remaining order at the request of the Buyer. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Buyer as a result of the (deviating) scope of the delivery cannot be recovered from HF.

Article 9 - Prices

1. During the period of validity of the Offer, the prices of the Products offered will not be increased, unless there are changes in VAT rates.

2. The prices stated in the Offer are exclusive of VAT, unless expressly stated otherwise.

3. The prices as stated in the Offer are based on the cost factors applicable at the time of the conclusion of the Agreement, such as: import and export duties, freight and unloading costs, insurance and any levies and taxes.

4. In the case of Products or raw materials for which there are price fluctuations in the financial market and on which HF has no influence, HF can offer these Products at variable prices. It is stated in the Offer that the prices are target prices and may fluctuate.

Article 10 - Payment and collection policy

1. Payment should preferably be made in advance in the currency in which is invoiced via the indicated method.

2. The buyer cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise.

3. The buyer must make a lump sum payment to the account number and details of HF that have been made known to it. Parties can only agree on a different payment term after explicit and written permission from HF.

4. If a periodic payment obligation of the Buyer has been agreed, HF is entitled to adjust the applicable prices and rates in writing with due observance of a term of 3 months.

5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Buyer, HF's claims against the Buyer are immediately due and payable.

6. HF has the right to have the payments made by the Buyer go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. HF may, without being in default as a result, refuse an offer of payment if the Buyer designates a different order for the attribution. HF may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.

Article 11 - Warranty

HF guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Buyer has explicitly notified HF of this use at the time of entering into the Agreement.

Article 12 - Instructions for use Products

1. Buyer of Products must follow HF's regulations and instructions.

Article 13 - Suspension and dissolution

1. HF is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if the Buyer does not or not fully fulfill the (payment) obligations under the Agreement.

2. In addition, HF is authorized to dissolve the Agreement existing between it and the Buyer, insofar as it has not yet been performed, without judicial intervention, if the Buyer does not timely or properly fulfill the obligations that it has under any Agreement concluded with HF. result.

3. Furthermore, HF is authorized to dissolve the Agreement (or have it dissolved) without prior notice of default if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise. which are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

4. If the Agreement is dissolved, HF's claims against the Buyer are immediately due and payable. When HF suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.

5. HF always reserves the right to claim compensation.

Article 14 - Limitation of liability

1. If the performance of the Agreement by HF leads to liability on the part of HF towards the Buyer or third parties, that liability is limited to the costs charged by HF in connection with the Agreement, unless the damage is caused by intent or gross negligence. HF's liability is in any case limited to the maximum amount of damage that is paid out by the insurance company per event per year.

2. HF is not liable for consequential damage, indirect damage, loss of profit and/or loss suffered, lost savings and damage as a result of the use of the delivered Products is excluded. A restriction applies to the Consumer in accordance with what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

3. HF is not liable for and/or obliged to repair damage caused by the use of the Product. HF provides strict maintenance and operating instructions that must be followed by the Buyer. All damage to Products as a result of wearing and using is expressly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).

4. HF is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or linked websites.

5. HF is not responsible for errors and/or irregularities in the functionality of the website and is not liable for malfunctions or the unavailability of the website for whatever reason.

6. HF does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of HF, nor for the timely receipt thereof.

7. All claims by the Buyer due to shortcomings on the part of HF will lapse if these have not been reported to HF in writing and with reasons within one year after the Buyer was aware or could reasonably have been aware of the facts on which it bases its claims. All claims of the Buyer shall in any case expire one year after the termination of the Agreement.

Article 15 - Force majeure

1. HF is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be obliged to fulfill any obligation if it is prevented from doing so as a result of a circumstance that cannot be prevented, attributable to its fault and is not for its account by virtue of the law, legal act or generally accepted standards.

2. Force majeure is in any case understood to mean, but is not limited to what is understood in this regard in law and jurisprudence, (i) force majeure

of suppliers of HF, (ii) failure to properly fulfill obligations of suppliers HF are prescribed or recommended, (iii) defective goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunication facilities (for example due to: cyber crime and hacking) , (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) industrial strikes in HF's business and (xi) other situations that, in the opinion of HF, are beyond its control that affect the fulfillment of its obligations. obligations temporarily or permanently.

3. HF has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after HF should have fulfilled its obligation.

4. During the period that the force majeure continues, the parties can suspend the obligations under the Agreement. If this period lasts longer than two months, each of the parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.

5. Insofar as HF has partially fulfilled or will be able to fulfill its obligations under the Agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, HF is entitled to fulfill or fulfill the obligations already fulfilled. will be invoiced separately. The buyer is obliged to pay this invoice as if it were a separate Agreement.

Article 16 - Risk transfer

The risk of loss or damage to the Products that are the subject of the Agreement transfers to the Buyer, being a company, at the time the goods leave HF's warehouse. For Consumers, the above-mentioned risk will pass to the Buyer if the Products have been provided under the Buyer's control. This is the case if the Products have been delivered to the delivery address of the Buyer.

Article 17 - Intellectual Property Rights

1. All intellectual property rights and copyrights of HF rest exclusively with HF and are not transferred to Buyer.

2. The Buyer is prohibited from disclosing and/or multiplying, changing or making available to third parties all documents to which HF's intellectual property rights and copyrights rest without the express prior written consent of HF. If the Buyer wishes to make changes to goods delivered by HF, HF must explicitly agree to the intended changes.

3. The Buyer is prohibited from using the Products to which HF's intellectual property rights rest other than as agreed in the Agreement.

Article 18 - Privacy, data processing and security

1. HF handles the (personal) data of the Buyer and visitors to the website(s) with care. If requested, HF will inform the person concerned about this.
2. If HF is required to provide information security on the basis of the Agreement, this security will comply with the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 19 - Complaints

1. If the Buyer is not satisfied with the Products of HF and/or has complaints about the (performance of the) Agreement, the Buyer is obliged to report these complaints as soon as possible, but at the latest within 14 calendar days after the relevant reason that led to the complaint. to report. Complaints can be reported via info@hollandfarming.com with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Buyer if HF is to be able to handle the complaint.
3. HF will respond substantively to the complaint as soon as possible, but no later than 14 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 20 - Applicable law

1. Dutch law applies to every Agreement between HF and Buyer. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In the event of an explanation of the content and purport of these general terms and conditions, the Dutch text thereof is always decisive. HF has the right to unilaterally change these general terms and conditions.
3. All disputes arising from or in connection with the Agreement between HF and the Buyer will be settled by the competent court of the District Court of Midden-Nederland, location Utrecht, unless mandatory provisions lead to the jurisdiction of another court.

Groenekan, July 7, 2021