

**General Terms and Conditions**  
**of the private company with limited liability W. Visscher en Zoon B.V. (CoC no. 05035297),**  
**trading as VISSCHERHOLLAND B.V., and established in Steenwijk at Korte Venen 7 (8331TG)**

**General**

1. These general terms and conditions ('General Terms and Conditions') apply to all quotations submitted by VisscherHolland, hereinafter referred to as 'VH', to all agreements concluded by VH with customers, clients, or any other third parties – hereinafter referred to as the 'Counterparty' –, and to all (legal) actions of VH of any kind.
2. VH does not perform any work or conclude any agreements of any kind and/or size governed by the general terms and conditions of the Counterparty. These conditions are hereby rejected.
3. If and insofar as a Counterparty states that agreements deviating from the General Terms and Conditions are made in a specific circumstance, the Counterparty must provide substantiation thereof upon request, which is only possible in writing (including by e-mail, which also applies later in these General Terms and Conditions). The Counterparty must realise that only the Board of VH is authorised to make agreements that deviate from the General Terms and Conditions.

**Concluding agreements**

4. Quotations will always be non-binding unless otherwise agreed in writing.
5. Oral (including by phone) agreements or promises of employees of VH will only be binding to VH if they have been confirmed in writing by VH. The provisions of Article 3 will remain in full force and effect.
6. An agreement between VH and the Counterparty will only be concluded once 1) a quotation has been accepted by the Counterparty, 2) the Counterparty has placed an order in accordance with the regular method observed by VH, 3) VH has started to fulfil the agreements made with the Counterparty.

**Prices**

7. The prices indicated by VH are daily prices unless another period of validity has been indicated in writing.
8. Prices will never include VAT, other (external) levies imposed by the government or otherwise, transport costs, and other additional costs.
9. VH pays the utmost care to the implementation and content of its advertising materials, website, and other forms of communication. However, there may be printing, typographical, or other errors in its presentation materials for whatever reason. If this is the case, this manifest error will not be binding to VH and the usual, actual prices will apply.
10. If and insofar as VH grants discounts, these discounts will solely apply insofar as they have been granted. A Counterparty can never derive any future rights from discounts granted in the past. Discounts will also always be conditional in the sense that the Counterparty will – also retroactively – lose the right to the discount(s) if it fails to strictly observe the rights and obligations of the agreement, including the General Terms and Conditions.

**Payment**

11. The Counterparty is required to fully pay the purchase price within thirty days of the invoice date, unless otherwise agreed in writing. The records of VH will be leading when determining which invoices have been paid.
12. If the Counterparty has failed to meet all its payment obligations on the due date, it will immediately be in default without notice being required. Each payment period will be a deadline.
13. The Counterparty will never be entitled to suspension, settlement, or any other right not to conduct the payment in the agreed manner (to be) invoked by the Counterparty. Any corresponding right will be waived by the Counterparty.
14. If the Counterparty defaults on its obligation(s), it will be liable for any damage suffered by VH as a result, irrespective of the nature and/or extent of this damage. The following applies with respect to the damage incurred by VH in relation to the collection of the claims on the Counterparty:

- i. The applicability of the Dutch Act on Collection Costs will be excluded.
- ii. The Counterparty will always be liable for all costs reasonably incurred by VH in order to obtain recovery of its claims on the Counterparty, irrespective of the nature of these costs. This (therefore) includes internal costs of employees and otherwise, external costs of bailiff(s), collection agencies, lawyers, and other judicial costs. The Counterparty is also liable for all costs incurred by VH in case of legal proceedings. The parties agree that the lump-sum costs order model used by courts will not be applied in this case, and that the Counterparty will be and remain liable for all costs of the procedure incurred by VH.
- iii. The Counterparty will be required to pay the actual collection costs incurred by VH as set out in (ii). For practical reasons, the parties agree that VH has the right to recover the collection costs with a minimum of 10% (excl. VAT) of the overall amount due, and always with a minimum of 350.00 EUR (excl. VAT).

15. Irrespective of the position of the Counterparty and the state of affairs concerning the agreement(s), VH will always have the right to demand security from the Counterparty for the fulfilment of its payment obligations – regardless of whether these are already due. This security must be granted to the satisfaction of VH and may exist of, but is not limited to, an advance payment, the provision of a bank guarantee, or any other form of security.

16. When in default with respect to one or more of its payment obligations vis-à-vis VH, the Counterparty will be required to pay the statutory commercial interest on the claims of VH until the day the full payment takes place.

#### **Delivery period/Transport/Risk**

17. Delivery periods will always be approximate, and the Counterparty cannot claim fulfilment thereof. VH will only be in default of its delivery obligations if and insofar as the approximate delivery periods have not been met, and if VH has failed to carry out the delivery in a to be determined manner, provided that VH has exceeded this to be determined delivery period by more than three business days. In this case, the Counterparty will have the right to dissolve the agreement in question – exclusively concerning the goods that failed to be delivered –, but any liability of VH for (alleged) damage suffered by the Counterparty will be excluded.

18. If part of a delivery is ready, VH may – at its discretion – deliver this part, or wait to deliver it until the entire order is ready, without prejudice to the provisions of Article 17 of the General Terms and Conditions.

19. VH will arrange the transport of the ordered goods for the benefit of the Counterparty. This will take place using its own transport or by hiring third parties. The transport costs will be paid by VH, which does not necessarily mean that VH will not charge the transport costs to the Counterparty.

20. VH will deliver the ordered goods to the Counterparty CPT (Incoterms: 'Carriage Paid To').

- i. The transfer of ownership will take place at the time of delivery to the Counterparty;
- ii. The risks of the goods to be delivered will transfer at the time of the first transfer of the goods by VH to the carrier.
- iii. The Counterparty must be well aware of the transfer of the risk of the ordered and yet to be transported goods to it at the time the ordered goods are offered to the carrier by VH. The above will never create any enforceable right to coverage and/or compensation for the Counterparty.

21. Without prejudice to the provisions of Article 20, insurances taken out by VH and/or its carrier may be able to be relied on for coverage of damage to the goods during the transport.

22. If and insofar as VH does not have any coverage based on an insurance taken out by it to defend against a claim of the Counterparty, any liability for damage to the goods and/or caused by (the transport of) the goods will be excluded.

#### **Reservation of ownership**

23. As long as VH still has any claims (for payment, irrespective of the underlying obligation) on the Counterparty, VH will remain the owner of the goods delivered to the Counterparty. As long as the ownership of the goods delivered by VH has not yet transferred to the Counterparty, the Counterparty is required to properly insure these goods against breakage, fire, theft, or any other type of damage. The Counterparty will be required to provide VH insight into the policy sheet and proof of payment of the insurance premiums upon request.

24. The Counterparty may not transfer any goods of VH of which it does not yet hold the ownership to third parties, or encumber these in any other way for the benefit of any party.

### **Inspection and complaints**

25. The Counterparty will ensure that one or more of its employees will be present at the location where the Counterparty wishes to receive the goods during its regular business hours.

26. The Counterparty is held to sign a confirmation of receipt (packing or delivery slip) for the proper receipt of the goods. If and insofar as VH does not encounter any employees at the location of receipt of the Counterparty, VH has the right to leave the goods at the most obvious (safe) location, such as at the discretion of VH. VH will not be liable for any damage occurring after this and/or the theft of the delivered goods in this case. If and insofar as no confirmation of receipt (packing or delivery slip) can reasonably be signed by or on behalf of the Counterpart, the records and/or the declaration of auxiliaries of VH will serve as decisive proof of the delivery (method) and everything associated with this. VH must include the above provision as VH regularly does not encounter any persons when delivering the goods ordered by the Counterparty because of the unique nature of the agricultural sector (with peak times, regular absence of employees of the Counterparty, and the regular absence of a staffed front desk).

27. The Counterparty must inspect the delivered goods for accuracy and absence of defects as soon as possible but no later than within two business days of the actual delivery by VH to the Counterparty. Any defects must be reported to VH within one week of the actual delivery to the Counterparty.

28. If the Counterparty fails to fulfil the obligations set out in Article 27, the delivered goods will be considered to have been delivered to the Counterparty in the correct manner without any defects. However, if the Counterparty (at any later time) adopts the position that delivery took place in a non-compliant manner, the Counterparty will bear the corresponding burden of proof.

29. Any right of the Counterparty arising from the position that the delivered goods contain a defect or that any (other) form of non-compliant fulfilment has taken place will always expire if:

- i. the Counterparty fails to submit a complaint to VH and thus meet its complaint requirement vis-à-vis VH within four weeks of discovering the defect and/or the reason of the argument that the delivery was non-compliant, and in all cases,
- ii. after expiry of four months after the delivery.

30. The provisions set out in this paragraph are without prejudice to the provisions of Articles 35 to 40.

### **Nature of the products and services of VH**

31. The operations of VH mainly concern wholesale of agricultural goods. VH procures these goods from third parties. Irrespective of whether these goods are sold under the own VH label, VH will never be held to fulfil any obligations vis-à-vis the Counterparty in excess of what has been agreed between VH and the manufacturer of the goods. VH cannot and does not guarantee properties of the goods, shortcomings therein, and any other elements in excess of what has been specified and/or guaranteed with respect to the properties and the nature and use of these goods by the manufacturer of these goods.

32. The goods offered and sold by VH must exclusively be used in the specified manner and with due observance of the specifications/terms of use. The use of many goods offered and sold by VH depend on many circumstances that cannot be controlled by VH (such as, but not limited to, seeds, health products for animals, (organic) additives for feed, soil, etc.). VH is, therefore, not liable for any damage claimed by the Counterparty as a result of (a certain operation or desirable effect of) these goods.

33. If the goods delivered to the Counterparty concern unpackaged goods (such as individual goods, bulk goods, etc.), VH will fulfil its obligations arising from the agreement concluded with the Counterparty if and insofar as at least 95% of the agreed quantity is delivered.

34. Part of the activities of VH concern agricultural advice. If the VH and the Counterparty conclude an agreement which (partially) concerns advice activities, the following applies mutatis mutandis in addition to the other conditions of the General Terms and Conditions:

- i. VH provides the services in the best possible manner under the ideal and any other circumstances.
- ii. Advice is provided by people. The VH advisers have sufficient knowledge of the fields in which they provide advice. However, advice will always be a best-efforts obligation, and not a delivery obligation. Desired or promised results will never be guaranteed. In this sense, VH will never be in default if expectations and/or promises are not met.

iii. The Counterparty indemnifies VH against any claims based on (liability for) damage of any kind and/or extent which a third party files or believes to be able to file based on any advice given by VH.

#### **Liability and force majeure**

35. If VH due to circumstances not attributable to it and for which it does not bear the risk is temporarily unable to fulfil its obligations after the conclusion of the agreement, it will have the right to suspend the implementation of the agreement for the duration of the inability. The Counterparty has the right to dissolve the agreement if it cannot reasonably be required of it to await the resolution of the (cause of the) inability considering the circumstances of the case. VH will never be liable vis-à-vis the Counterparty for any damage suffered by it or any third parties.

36. The circumstances referred to in Article 35 at least include war, risk of war, riots, vandalism, fire, water damage, floods, strikes, company occupation, lock-out, import and export restrictions, government measures, machine defects, disruptions in the supply of electricity, company disruptions, significant absence of employees of VH, obstructions in the delivery of products to VH, and/or circumstances similar to the above. Placement and welding work concerning films can be suspended in case of poor weather conditions, as well as in circumstances as set out above. The circumstances set out in this article are also circumstances which (may) lead to force majeure of VH. In case of force majeure, VH will not be liable for any damage of any nature and/or extent suffered by the Counterparty and/or third parties. The provisions of Article 37 et seq. apply in addition to this provision.

37. VH is insured against liability based on a regular corporate liability insurance.

38. If and insofar as the Counterparty or a third parties believe(s) that VH is liable for any reason and for any damage with respect to any damage suffered by the Counterparty or a third party, the following applies:

i. VH excludes any liability for damage of the Counterparty, unless this damage is covered by the insurer of VH, and this insurer provides compensation for the damage, in which case VH will never be liable for (payment of) damage which exceeds the amount actually paid by the insurer.

ii. If and insofar as VH is found to be liable for (part of) the damage suffered by the Counterparty and/or a third party for any reason which is not covered by the insurer of VH and/or for which the insurer of VH does not pay damages to the Counterparty and/or these third parties, any obligation of VH to pay damages will be limited to the amount of the invoice sent to the Counterparty in the context of the agreement concluded between the parties which implementation, in the opinion of the Counterparty, has led to the damage.

iii. Any obligation to pay damages of VH will always be limited to an amount of 20,000.00 EUR, even in case of a situation referred to in (ii) above.

39. The limitations of liability will not apply in case of intent and/or serious misconduct of VH, unless this concerns intent and/or serious misconduct of suppliers and/or auxiliaries hired on behalf of VH.

40. If and insofar as the Counterparty believes to have suffered damage arising from acts and/or omissions of VH – or for any reason in the context of an agreement concluded between the parties – and believes that VH is liable for this, the Counterparty must immediately inform VH. Any claims of the Counterparty will expire if it has failed to meet the obligations of Article 29 of the General Terms and Conditions, which content applies mutatis mutandis to any claim filed by the Counterparty, irrespective of its grounds. For this reason, the Counterparty must meet its complaint requirement or inform VH of any damage within four weeks of the discovery thereof. Any claim will expire after four months once VH has met its obligations arising from the agreement with the Counterparty.

#### **Termination and cancellation**

41. The option of unilateral termination of an agreement concluded between the parties by the Counterparty is excluded, unless the Counterparty has the right to do so based on agreements between the parties, including the General Terms and Conditions.

42. If and insofar as the Counterparty wishes to cancel an agreement, VH may accept or refuse this at its sole discretion, without any previous actions creating any future rights.

VH always has the right to charge cancellation costs based on, among other things, the time spent by VH on concluding and implementing the agreement, and its lost profit margin.

**Choice of court and jurisdiction**

43. All agreements with, legal actions of, and any other acts and omissions of VH are exclusively governed by the laws of the Netherlands. Only the competent District Court of Overijssel in Zwolle is competent to hear disputes (in interlocutory proceedings).

**Headers and void provisions**

44. Paragraph headers used in the General Terms and Conditions are merely indicative. No rights concerning the interpretation of the (scope of) content itself can be derived from them. If and insofar as one or more provisions become void, any dispute between the parties will be governed by the scope and intention of this/these void provision(s) as much as possible.

**Translations**

45. If the General Terms and Conditions are translated from Dutch, the Dutch text of (the translated) General Terms and Conditions will prevail concerning the interpretation and/or misinterpretations of one or more translated provisions.

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