



General Terms & Conditions

of Van Iperen BV, Smidsweg 24, Westmaas. Postal address: Postbus 1333, 3260 AH Oud – Beijerland [The Netherlands]

1. **APPLICABILITY**

The following terms and conditions apply to the order, the sale and the delivery of all our goods and for the rendering of all our services, including consultancy, storage and transport and to the relevant payments. Oral agreements which are not in line with these terms and conditions will only apply if we have confirmed them in writing and then only for the agreement in question. In the event any specific terms and conditions have been agreed upon, all the other stipulations in our General Terms and Conditions will remain in force; deviations to our General Terms and Conditions and oral agreements are only binding if they have been confirmed by us in writing. The feminine form will also apply to descriptions in these General Terms and Conditions in which a male form has been used (she, her, etc.).

2. **OFFERS**

All our offers are, also with regard to the price, free of obligations. Contrary to the stipulations in art. 219, paragraph 2 book 6 of the Dutch Civil Code, these offers can be revoked after acceptance up to the moment the offer has been explicitly agreed and accepted by us. Please refer to art. 4 paragraph a of these terms and conditions.

3. **PRICES**

- a) Inasmuch it has not been stated otherwise, our prices are based on delivery free domicile. For orders below an amount to be determined, freight and administrative costs will be charged according to our prevailing scheme at the time the orders are executed.
- b) Our price lists and price indications are not considered offers.
- c) In the case of a shipments on a cash on delivery basis, the costs shall always be borne by the client. The costs for express delivery will only be borne by the client if such a shipping method is requested.
- d) Unless stated otherwise, our prices are excluding VAT.

4. **ORDERS/ASSIGNMENTS**

- a) Agreements with us will only come into effect once the order has been accepted by us in writing, or in the absence thereof by the execution of the assignment by us. We have the right to reject orders or assignments without specifying a reason or to exclusively accept them under the condition that shipment will take place on a cash on delivery basis or after an advance payment, in which case the client will be informed accordingly.
- b) Our clients cannot derive rights from (part of) an agreement inasmuch that (part of an) agreement is contrary to legal stipulations or legal regulations, particularly the stipulations and regulations based on or stemming from the Plant Protection Products and Biocides Act and the Fertilizers Act or Acts which replace them.
- c) Orders will be executed as soon as possible with due regard to our processing capabilities and our stock.
- d) If partial deliveries have been agreed, each part will be considered to be a separate order as regards the applicability of these General Terms and Conditions and any other applicable law.

5. **SHIPMENT/DELIVERY**

- a) Delivery will be in accordance with the regulations of or pursuant to the Plant Protection Products and Biocides Act and the Fertilizers Act (or any Acts which replace them) and the regulations and decrees based on these acts and besides to other specific government measures geared to this line of business.
- b) Carriage forward shipment of goods to the client's address, will be at the risk of the client; the goods are considered to have actually been delivered at the moment they have been loaded onto the carrier at our company.
- c) In the event of carriage paid delivery, the manner of transport will also be determined by us. If, as a result of actions or omissions of the carrier during the unloading of the goods, liability vis-à-vis the buyer is created, we will only be liable inasmuch the relevant losses can be recovered by us from the carrier. The goods are deemed to have actually been delivered at the moment unloading has been completed, at which moment the goods will be at the client's expense and risk. The purchased goods will only be unloaded in consultation between the client and us, but always within a reasonable term to be determined by us,



whereby the client – if not present or represented at the delivery – must ensure that the person responsible for the delivery of the products, has access to the closed area where the products are to be stored. If the client fails to comply with this obligation, the required additional costs are at his own expense.

- d) If the goods have not been delivered within 14 days after confirmation of the order for reasons which cannot be deemed to be our fault or are beyond our risk, they will be considered to have been stored with us by order of and at the expense of the client.
- e) In the event part of an order is ready, we can, at our own discretion, deliver this part or wait until the entire order is ready. In the first case all our invoices concerning the actual partial-delivery must be paid in accordance with the payment conditions that apply to the entire order.
- f) Paragraphs b, c and d do not apply to customer sales for the purposes of art. 5 book 7 of the Dutch Civil Code.

6. PACKAGING

- a) If packaging is charged, it must be paid at the same time as the payment of the principal amount. Refunds of amounts paid to us pursuant to this article only apply to returned packaging which is suitable for re-use, if delivered carriage paid, within three months after the day of delivery.
- b) If no consensus has been reached between the client and us on the method of packaging, or if we cannot reasonably comply with the packaging agreement and hence apply a different method of packaging, we will determine the method of packaging without being in any way liable for it.
- c) The packaging will be deemed to have been delivered in a good condition by us, unless the client informs us in writing within five days following delivery that it is in a poor condition. If the packaging is returned, we are entitled to apply a deduction to the refundable packaging amount if the packaging, for whatever reason, is in a poorer condition.

7. PAYMENTS

- a) In the absence of a written complaint regarding the contents of our invoices within 14 days after the invoice date, the invoices will be considered to be correct and to include a correct description of the goods delivered and of terms and conditions agreed upon, subject to evidence to the contrary provided by us.
- b) Our invoices must be paid in full no later than 14 days after the invoice date, unless explicitly agreed otherwise. If no payment has been made within this term, the client is in default by law and shall owe the statutory interest as per that date.
- c) In the event the other party is in default, the extrajudicial collection fees shall be borne by him. These costs *shall* in any case be deemed to amount to 15% of the sum to be collected, with a minimum of € 200.--, excluding VAT. If necessary, we will thus deviate from the Order in Council, (amvb) as described in article 6:96, paragraph 4 of the Dutch Civil Code. In so far as it is not possible to deviate from the above-mentioned amvb, the stipulations in the amvb will apply.
- d) Cheques, bill of exchange and foreign currency only count as a payment after the amounts due have been credited irrevocably.

8. COMPENSATION BAN

Set-offs of amounts due to us against amounts due from us is precluded.

9. COMPLAINTS AND RETURNS

- a) Complaints pertaining to goods that are missing or have not been ordered shall be submitted in writing within three (3) days. Complaints regarding the condition of goods shall be reported to us in writing, stating proper grounds, within eight (8) days after the (partial) delivery. In case of failure to make timely notification, as described in this section, the client's right to appeal shall lapse which will render any liability on our part null and void. The customer is obliged to provide us with the opportunity to conduct an investigation into the complaint.
- b) Return shipments of goods are at the client's expense and risk. Returned goods will only be accepted if and in so far we have granted prior written permission, and then only if these goods are delivered to the address to be mentioned by us, in the original packaging and in the condition in which we delivered them to the client.
- c) Returned goods will be credited on the basis of the purchase price charged to the client, with the understanding that the amount to be credited will never exceed the price we would charge the client on the day the goods were returned to us.



10. RETENTION OF TITLE/ASSIGNMENT

- a) The ownership of the all goods delivered and still to be delivered is expressly reserved by us until full payment of all claims that we have or will receive against the customer, including in any case the claims stipulated in article 3:92, paragraph 2 of the Dutch Civil Code. Acceptance of bills of exchange or other bills and cheques payable to order do not count as payment.
- b) The goods may be sold on or used by the client in the framework of doing normal business, but they may not serve as collateral, neither may they be given as security for a third party's claim. The client transfers in advance, whilst we accept this transfer in advance, without a further deed being required, all its claims on third parties pertaining to goods sold on to third parties which have not been paid to us. The client will provide the names and addresses of these third parties at our first request. We are authorised to serve this assignment to third parties in their capacity as a debtor and, furthermore, to off-set the amounts received from the assignee with our claim, such with the obligation to transfer any surplus after deduction of the costs incurred to the client.
- c) The client is obliged to keep the goods delivered with the retention of title and to store these goods with due care so that they are always identifiable as the goods delivered by us.
- d) We are entitled to recover goods delivered with the retention of title and at the client's disposal if the client is fails to meet his obligations to pay or is likely to be in default. The client will, at all times, grant us access to its premises and/or buildings to inspect the goods and/or to exercise our rights.

11. FORCE MAJEURE

Force Majeure is, in any case, considered to be: the consequences of natural disasters, illness amongst personnel, business interruptions, lack of raw materials, transport problems, riots, strikes, exclusions, measures resulting from mobilisation, acts of war, civil wars, armed international actions and hostile invasions, nuclear reactions etc., even if such events occur at the manufacturer where we placed our orders, or are a result of measures taken by the manufacturer.

12. LIABILITY

- a) In the event we are liable towards the client and this liability is covered by the insurance policy taken out by us, we are only obliged to compensate the damage up to a maximum of what the insurer will pay. Hence losses incurred by the client which exceed this maximum are not compensated.
- b) In the event we are liable but this liability is not covered by the insurance policy taken out by us, or if the insurer does not pay anything, the obligation to compensate losses for whatever reason, shall never exceed the invoice value of used part of the goods from which losses have resulted, or the invoice value for advice and explanations we provided, or in the absence of an invoice value a maximum of € 1,000.=. The losses to be compensated as described in section b) will never exceed an amount of € 100,000.=.

13. TERMINATION

In the case of request or a grant for suspension of payments, bankruptcy or liquidation, dissolution or termination of the buying company or upon the death of the client, we can terminate the agreement – fully or partially if desired, without judicial intervention. Any claims that we may have on the client in such cases shall be immediately due and payable.

14. DISPUTES AND APPLICABLE LAW

- a) Dutch law applies to all agreements concluded by us.
- b) Only the Rotterdam district court, Dordrecht location, has jurisdiction with regard to legal actions.
- c) If the other party is a consumer within the meaning of the law, the stipulations in paragraph b do not apply in the sense that this other party has the opportunity to inform us in writing within a month after we have invoked this article that he wishes to settle the dispute before a court which has jurisdiction by law. In the latter case, the proceedings will take place at the last-mentioned court.

15. AMENDMENTS



- a) We reserve the right to amend these General Terms and Conditions, in part or full, or with respect to certain goods or clients.
- b) We reserve the right to amend, without any prior notification, any prices and/or applicable terms and conditions. In the event of an amendment of prices and or applicable terms and conditions, the client has the right to cancel any orders within eight days after the amendment, inasmuch they have not been (partially) delivered.
- c) The invalidity of any clause of these General Terms and Conditions shall not be deemed to affect the validity of the other clauses.
- d) In the event the court declares one of the above-mentioned provisions non-binding, parties will enter into negotiations for an alternative provision.

16. **IMPLEMENTATION**

These General Terms and Conditions will be in force as of the 2nd of July 2015. They have been filed at the Registry of the Dordrecht District Court on the 2nd of July 2015.