



## General sales and delivery conditions of Agronomy B.V.

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**Agronomy B.V.**

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## **Article 1: Applicability**

- 1.1. These terms and conditions (hereinafter: "GTC") apply to all agreements, quotations, and offers, regardless of how they are titled, including (whether or not free of charge) advice, concluded and/or executed by Agronomy B.V. (hereinafter "Agronomy"). These GTC also apply when Agronomy engages third parties for the performance of its obligations.

## **Article 2: Delivery time**

- 2.1. All delivery times are indicative. In the event of a delay, the client must at all times give Agronomy a formal notice of default.
- 2.2. Delivery times apply only if the agreed payment has been received on time and all other conditions for performance of the order have been met. If this is not the case, Agronomy may set a new delivery time.
- 2.3. Exceeding the delivery time shall not give the client any right to claim damages and shall not entitle the client to terminate the agreement, in whole or in part, except as provided in Article 4. The client shall indemnify Agronomy against claims by third parties resulting from delays in delivery.

## **Article 3: Delivery and risk transfer**

- 3.1. Unless otherwise agreed, delivery shall be made DAP (Delivered At Place) in accordance with Incoterms® 2020. The goods will be delivered to the agreed location, ready for unloading. Unloading, all customs formalities, and all costs, duties, and charges related to or arising from importation into the country of destination shall be for the account and at the risk of the client. Delays caused by customs formalities, border controls, or government measures shall not constitute a breach by Agronomy.
- 3.2. Delivery may be made in multiple shipments, unless agreed otherwise in writing.
- 3.3. Agronomy retains ownership of delivered goods until the client has fulfilled all obligations under any agreement, including claims for damages, penalties, interest, and costs.

## **Article 4: Force Majeure**

- 4.1. If Agronomy is unable to fulfill its obligations due to circumstances beyond its control, this shall not be attributed to Agronomy, and such circumstances shall constitute force majeure. In such cases, the client shall not be entitled to terminate the agreement, in whole or in part, except as provided in clause 4.3.
- 4.2. Circumstances referred to in clause 4.1 include in any case, and without limitation, outbreaks of infectious diseases and related government measures or advice, extreme weather conditions, import or trade restrictions, explosions, fire, water damage, sabotage, cybercrime, disruption of digital infrastructure, energy supply failures, machinery defects, roadblocks, blockades of railways, waterways or airports, strikes or work stoppages, and circumstances in which third parties engaged by Agronomy, such as suppliers, subcontractors, or carriers, or other parties on whom Agronomy depends, fail to perform or fail to perform on time.
- 4.3. If force majeure makes performance permanently impossible, or if a temporary force majeure situation lasts for more than three months, Agronomy shall be entitled to terminate the agreement, in whole or in part, with immediate effect. In such cases, the client shall be entitled to terminate the agreement only for that part of the obligations that have not yet been fulfilled by Agronomy.



- 4.4. Neither party shall be entitled to compensation for any loss or damage suffered as a result of force majeure, suspension, or termination under this article.

#### **Article 5: Liability**

- 5.1. To the extent that Agronomy is liable for any reason whatsoever, such liability shall at all times be limited as set out in the following paragraphs.
- 5.2. Agronomy shall be liable only for direct damage suffered by the client that is the direct result of a culpable breach or wrongful act. In all cases, liability shall be limited to the invoice value of the service or product to which the damage relates, with a maximum of €10,000 per event or series of events arising from the same cause.
- 5.3. Agronomy shall never be liable for damage to crops, loss of yield, environmental damage, soil or water contamination, or indirect or consequential loss, including but not limited to wasted expenses, loss of goodwill or reputation, fines, storage costs, costs for replacement equipment or personnel, damage arising from chemical reactions and costs in connection with recall actions.
- 5.4. The client is responsible for the correct use of the delivered products in accordance with applicable laws, regulations, and product labeling. Agronomy shall not be liable for any damage caused by improper or non-compliant use.
- 5.4. Any claim for damages by the client shall lapse twenty-four months from the date it arose unless the client has brought the claim before the competent court before the expiry of that period.

#### **Article 6: Warranty and other claims**

- 6.1. Agronomy shall only have warranty obligations if such warranties have been expressly agreed in writing and a specific warranty period has been stipulated. Any shelf life or expiry date stated on the products does not constitute a warranty and solely indicates the period within which the product may be used, provided it is stored and used correctly in accordance with the product labelling and applicable laws and regulations.
- 6.2. The client shall, at no cost, provide all cooperation required for the investigation of a complaint by or on behalf of Agronomy. Failure to do so shall result in the lapse of all rights of the client in connection with that complaint.
- 6.3. If Agronomy has reasonably rejected a complaint regarding delivered goods, the client shall reimburse all reasonable costs incurred in connection with the investigation of the complaint.
- 6.4. If the delivered goods are found to be defective, Agronomy shall, at its sole discretion, either replace the goods in whole or in part, or credit the client for a proportional part of the invoice value.
- 6.5. Goods replaced by Agronomy must be returned to Agronomy by the client. Transport shall be at the client's expense and risk.
- 6.6. Agronomy shall only be obliged to perform any warranty obligations once the client has fully complied with all its obligations under the agreement.
- 6.7. The provisions of this article shall apply by analogy to any claims of the client based on breach of contract, non-conformity, or any other legal ground whatsoever.

#### **Article 7: Obligation to complain**

- 7.1. Upon delivery, the client shall inspect the delivered goods within 7 days to verify whether they conform to the agreement. The client shall in any event forfeit the right to invoke any defect in the delivered items if the client has not notified Agronomy thereof in writing within seven days after the defect was discovered or could reasonably have been discovered.



- 7.2. Invoice complaints must be submitted to Agronomy in writing within the applicable payment term, failing which all rights shall lapse. If the payment term exceeds thirty days, the client must in any event submit such complaints in writing no later than thirty days after the invoice date.

### **Article 8: Payment**

- 8.1. Payment has to be received on the bank account designated by Agronomy, in euros (EUR) and within 30 days from the invoice date, unless otherwise agreed in writing. Any bank or transaction fees shall be borne by the client.
- 8.2. The client's right to set off claims against Agronomy or to suspend the performance of its obligations is excluded, unless Agronomy has been granted a suspension of payment or has been declared bankrupt.
- 8.3. Regardless of whether Agronomy has fully performed the agreed obligations, all amounts owed or to be owed by the client under the agreement shall become immediately due and payable if:
- any payment term has been exceeded;
  - the client has applied for bankruptcy or a suspension of payment;
  - attachment is levied on the client's goods or claims;
  - the client (company) is dissolved or liquidated.
- 8.4. In the event of late payment, the client shall owe interest on the outstanding amount to Agronomy as from the day following the agreed final payment date until the date of full payment. If no final payment date has been agreed, interest shall be due as from thirty (30) days after the amount became due and payable. The interest rate shall be twelve percent (12%) per annum, or the statutory interest rate if higher. For the purpose of calculating interest, part of a month shall be deemed a full month. At the end of each year, the amount on which interest is calculated shall be increased by the interest accrued for that year.
- 8.5. In the event of late payment, the client shall owe Agronomy all extrajudicial collection costs incurred, with a minimum of EUR 75.

These costs are calculated on the principal amount based on the following table:

- on the first € 3,000	15%
- on the excess up to € 6,000	10%
- on the excess up to € 15,000	8%
- on the excess up to € 60,000	5%
- on the excess from € 60,000 or more	3%

The extrajudicial costs actually incurred are due if they exceed the amount calculated in accordance with the above scale.

- 8.6. If Agronomy is wholly or largely successful in legal proceedings, all costs incurred in connection with such proceedings shall be borne by the client.

### **Article 9: Cancellation of the agreement**

- 9.1. The client is not entitled to cancel the agreement, in whole or in part, for convenience or otherwise unilaterally.
- 9.2. Agronomy may, at its discretion, agree to a request to cancel the agreement. In that case, the client shall owe a cancellation fee of at least 30% of the agreed price. Agronomy shall be entitled to demand a higher fixed compensation or to impose further conditions for its consent.



**Article 10: Applicable law and competent court**

- 10.1. Dutch law applies. The Vienna Sales Convention (C.I.S.G.) or any other international regulation, the exclusion of which is permitted, shall not apply.
- 10.2. The Dutch civil court with jurisdiction in the place of establishment of Agronomy shall have exclusive jurisdiction over disputes arising from or related to the agreement.