

GENERAL TERMS AND CONDITIONS OF DELIVERY

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1. Definitions and general provisions

- 1.1. The present terms and conditions form part of all delivery agreements concluded by Hooymans and all offers issued by Hooymans.
- 1.2. Hooymans is the private limited company Hooymans Compost B.V. in Kerkdriel and its operating companies that make use of the present terms and conditions.
- 1.3. The "Customer" is the party concluding or wishing to conclude an agreement with Hooymans.
- 1.4. Communications by mail and by fax will be equated with communications laid down in writing.
- 1.5. Printed matter published by Hooymans will not be binding upon Hooymans.

2. Offers

- 2.1. Offers submitted by Hooymans will be without engagement.
- 2.2. Anything provided with the offers will continue to be the property of Hooymans and may not be duplicated or be given to third parties for perusal.
- 2.3. Hooymans will not be bound by any samples it has provided.

3. Conclusion of agreements

- 3.1. Agreements between Hooymans and Customer will exclusively be concluded after written confirmation by Hooymans or as a result of Hooymans fulfilling the agreement.
- 3.2. In case no offer has been submitted, the invoice of Hooymans will be the confirmation of the order.
- 3.3. Hooymans may invariably require Customer to provide security for the observance of the agreement. For as long as the security requested has not been provided, Hooymans may suspend any performance.
- 3.4. Any changes to agreements that have been concluded will only be valid if the changes have been laid down in writing.

4. Delivery

- 4.1. In case Customer will refuse to take delivery of goods to be delivered, Hooymans may cancel the agreement with immediate effect, in which case Hooymans will be entitled to compensation of any loss.
- 4.2. After delivery the risk of damage, loss of the goods or goods getting lost will be for Customer.

- 4.3. In case Hooymans cannot (fully) observe its obligations as a result of this being made impossible by a statutory rule, Hooymans will not be liable for the ensuing consequences.
- 4.4. In case the Customer expresses the wish to cancel an agreed delivery, Hooymans may agree to this depending on the circumstances. The wish to cancel the delivery shall be sent by letter or by email. In case Hooymans will agree, in doing so it will not renounce the amount agreed on. In case the Customer expresses the wish to cancel less than one week before the planned delivery date, the Customer will owe at least 60% of the amount agreed on.
- 4.5. In case the volume and/or the weight of the goods supplied show a discrepancy of less than 20% of the volume or weight agreed upon, Hooymans will have fulfilled its obligations, in which case the invoiced amount will be fixed on the basis of the actual quantity delivered.

5. Prices

- 5.1. The prices quoted by Hooymans will be in Euros and exclusive of VAT, levies, import duties, taxes, packaging and transport cost, insofar as there will be no explicit proof to the contrary.
- 5.2. In case of fresh goods, the price at the date of delivery will be applicable.
- 5.3. Hooymans may carry through price changes. Customer may dissolve the agreement in case of a price increase exceeding 10%. In case Customer then wishes to dissolve the agreement, the relative notification shall be given within twenty-four hours after he could have known about the price increase.

6. Complaints, obligation of Customer to inspect goods

- 6.1. Customer shall inspect the goods supplied for visible defects. In case any defects are found, Hooymans shall be notified thereof in writing within six hours after delivery. In case of goods with a storage life less than seven days, said notification shall be sent within one hour after delivery. In all cases Customer shall inspect immediately upon delivery that the correct goods have been delivered, that the correct quantity has been delivered and that the goods delivered meet the requirements set in this respect.
- 6.2. Defects that cannot be established immediately shall be reported to Hooymans in writing within 24 hours after having been established.
- 6.3. Any right of recovery will lapse after expiry of a period of one month after delivery by Hooymans.
- 6.4. In case any defects are reported, the defect shall be defined clearly.
- 6.5. Defects relating to part of the goods delivered cannot result in rejection of the entire consignment.
- 6.6. Goods subject to complaints shall be stored carefully by Customer so that Hooymans may examine the goods or have them examined at a later date.
- 6.7. Submitted claims do not exempt from an obligation to pay within the payment period of the goods supplied, unless Customer is a consumer. The obligation to take delivery of the orders already put in will also continue to exist.
- 6.8. Goods may only be returned after prior written permission of Hooymans.

7. Liability and indemnity

- 7.1. Hooymans will not be liable for any loss or damage of Customer, except when said damage or loss is the result of intention or gross negligence on the part of Hooymans.
- 7.2. Compensation for any damage or loss incurred by Customer will in any case be limited to the amount paid out to Hooymans on the basis of the liability insurance. Any compensation to Customer will furthermore be limited to the amount of the invoice for the relative consignment, with an absolute maximum of € 10,000.00.
- 7.3. Hooymans will not be liable for any consequential loss of Customer such as loss of revenue, any loss as a result of standstills, loss of profit unless Customer is a consumer. This will also include any loss or damage as a result of bacterial contamination, viruses, diseases, pollution, pesticides, growth or germination inhibitors and growth regulators.
- 7.4. Customer will indemnify Hooymans against any claims of third parties.

8. Force majeure

- 8.1. Hooymans will not be liable for any loss or damage resulting from force majeure.
- 8.2. Force majeure is the situation in which (prompt) performance by Hooymans will be impossible as a result of circumstances beyond the control of Hooymans and which could not have been foreseen by Hooymans. This will in any case include: war, mobilisation, riots, floods, (partial) discontinuation of supplies of utilities, shortage of fuel, fire, machinery breakdown, accidents, faults in equipment and/or software, strikes within or outside Hooymans, a general shortage of (proper) raw materials, government decisions, general transport problems including traffic-jams due to weather conditions.
- 8.3. In case the period of force majeure will exceed two months, both parties will be competent to dissolve the agreement without any obligation for compensation existing in that case.
- 8.4. In case Hooymans as a result of force majeure during any period can only deliver quantities smaller than those agreed on, the Customer will be bound to purchase said smaller quantities. In case as a result of force majeure continuing for a period of six months, less than 70% of the agreed quantity will be delivered, both parties will be competent to dissolve the agreement without any obligation for the payment of compensation. The same applies if for a period of four months 50% or less than the agreed quantity will be delivered.
- 8.5. In case Hooymans will already partly have fulfilled its obligations upon the situation of force majeure arising, Customer shall pay for said performance on a pro rata basis.
- 8.6. In case Customer is a consumer, he may dissolve the agreement immediately after the situation of force majeure having arisen.

9. Retention of title

- 9.1. Hooymans will continue to own the goods delivered by it until the moment when Customer will have fulfilled all obligations towards Hooymans (including any obligations resulting from other deliveries). Until said moment, Customer shall store the goods delivered by Hooymans in such a manner that they may easily be identified as being the property of Hooymans. Goods subject to a retention of title shall be properly insured by Customer. In case Customer will not comply with said obligations, Hooymans may immediately claim back the goods from Customer.
- 9.2. Customer may not sell or process goods subject to a retention of title unless this will form part of its regular business activities. Customer may not encumber the goods.
- 9.3. In case the provision with respect to a retention of title will be cancelled, because the goods delivered will have been processed, Customer shall pledge the newly formed goods (including the crop) to Hooymans upon first request.

10. Payment and collection

- 10.1. Invoices of Hooymans shall be paid within 8 days after the invoice date. In case payment has not been made within said period, Customer will immediately be in default.
- 10.2. A default interest of 1.5% per month will be payable as of the due date of the invoice. Any invocation of claims submitted will not suspend the payment obligation.
- 10.3. Any amounts invoiced by Hooymans will become payable at once as a result of liquidation, bankruptcy or suspension of payments of Customer.
- 10.4. Deductions, settlements or setoffs will not be possible unless Customer is a consumer.
- 10.5. The moment when an amount is credited to the account of Hooymans will be regarded as the time of payment.
- 10.6. In case, after default of Customer, Hooymans will pass on its claim for collection, any collection charges will be for account of Customer. The extrajudicial collection cost will amount to at least 15% of the outstanding amount with an absolute minimum of € 150.00.
- 10.7. The claims of Hooymans on Customer will become payable at once in case Hooymans will have well-founded reasons to assume that Customer will not fulfil its obligations or in case any security provided is proved to be insufficient. In case any of these situations arising, Hooymans will furthermore hold the right to suspend any further performance until it will have security for the fulfilment of the payment obligation, without prejudice to the right of Hooymans to claim compensation.

11. Dissolution and suspension

- 11.1. In case Customer will not fulfil any agreement properly, Hooymans may suspend any performance in addition to which Hooymans may also claim compensation and/or dissolution of the agreement.

12. Applicable law and competent court

- 12.1. Any agreements between parties will exclusively be governed by Dutch law.
- 12.2. The District Court in Arnhem will exclusively be competent to take cognizance of disputes between parties, insofar as this will not be contrary to mandatory provisions. Hooymans may decide to submit the dispute before a District Court competent in accordance with the law.

13. Partial nullity

- 13.1. In case one or several provisions of the agreement(s) concluded by Hooymans with Customer should prove to be fully or partially invalid, the other provisions will continue to be fully effective. Any invalid provisions will be replaced by an appropriate arrangement as much as possible approximating the intention of parties and the economic result desired by them in a legally effective manner.