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HANSKAMP AGROTECH B.V. GENERAL TERMS & CONDITIONS FOR DELIVERY

1. General

1.1 These general terms and conditions apply to all legal relationships between Hanskamp AgroTech B.V., residing in (7031 HX) Wehl, Xenonstraat 6, hereafter referred to as Hanskamp, and the ordering party, hereafter referred to as the Client.

1.2 These general terms and conditions apply to all offers, quotations, agreements and the execution thereof and deliveries made and services provided by or on behalf of Hanskamp. Departures from these terms and conditions only apply if they are confirmed in writing by Hanskamp.

1.3 Should any provision in these terms and conditions for whatever reason appear not to be valid, then the other terms and conditions remain in full force.

1.4 Applicability of any other general terms and conditions than these terms and conditions is precluded and expressly rejected by Hanskamp. By accepting an offer or a quotation made by or on behalf of Hanskamp, by entering into an agreement with Hanskamp, by accepting a delivery made by or on behalf of Hanskamp, or by accepting services provided by or on behalf of Hanskamp, the Client unconditionally accepts that these terms and conditions apply and that the applicability of any other general terms and conditions is precluded, and the Client disclaims the applicability of any other general terms and conditions.

2. Offers and the establishment of an agreement

2.1 Any offer or quotation made by or on behalf of Hanskamp is free of engagement and does not commit Hanskamp, except if and insofar as expressly otherwise stated in writing by Hanskamp, or otherwise agreed in writing between the parties.

2.2 An agreement between Hanskamp and the Client will be established at the moment that Hanskamp has confirmed in writing the acceptance of an assignment or order from the Client.

2.3 Any agreement only commits Hanskamp when it has been entered into or when the written confirmation has been signed by one or more persons authorised to commit Hanskamp in the relevant case.

3. Pricing, delivery and term of delivery

3.1 Prices used by Hanskamp are based on delivery ‘off works’ or ‘off warehouse’ and are exclusive of VAT, import duties and other taxes, levies and duties, assembly costs, installation and start-up costs, unless explicitly stated otherwise, in which latter case the aforementioned costs will be specified separately.

3.2 Deliveries will take place ‘carriage paid’ at the Client’s company site or any other location specified by the Client in time without prejudice to the provisions in paragraph 1, unless otherwise agreed in writing.

3.3 The moment that the goods are being unloaded at the location where they should be delivered (the actual transfer) will apply as the time of delivery, unless otherwise agreed in writing; the aforementioned also applies if Hanskamp must assemble, install and/or start up the goods.

3.4 The Client should report any shortcomings, defects and damages directly to Hanskamp in writing within 24 hours after delivery, in default of which the goods will be deemed to have reached the Client in good order, complete and damage-free.

3.5 Hanskamp has the right to deliver in portions (partial deliveries), which portions may be invoiced individually, in which case the Client must pay the individual invoices according to the stipulations in article 4.

3.6 Terms of delivery given by or on behalf of Hanskamp with the offer or quotation do not intend to be final, unless otherwise agreed in writing, which means that, in the case of untimely delivery, the Client must first explicitly declare Hanskamp liable in writing for Hanskamp to be in default.

3.7 Hanskamp must observe the given period or term of delivery as much as possible, but will never be liable for any exceeding thereof, and Hanskamp will not be obliged to pay any damages in the case such term is exceeded. Exceeding a period or term of delivery does not give the Client any right to cancel or annul the agreement or to refuse the purchase of any goods. In the case that a period or term of delivery is exceeded excessively, the parties will consult with each other.

3.8 If any goods are not being purchased or received by the Client within the period or term of delivery, then Hanskamp will be entitled to invoice the goods in question to the Client and Hanskamp will also be entitled to store these goods (or have them stored) at its own discretion however fully for the Client's account and risk.

3.9 If the Client does not specify a delivery date upon conclusion of the contract, Hanskamp will, in any case, deliver and invoice the order within 12 months after conclusion of the contract.

4. Payment and default

4.1 Payment must be made within thirty (30) days after the invoice date through payment or transfer into a bank or giro account specified by Hanskamp, unless otherwise agreed.

4.2. All payments by the Client first serve as payment for any interest due by him and for any collection and administration costs due to Hanskamp, and then as payment for any outstanding receivables in order of age, thus beginning with the oldest receivable still outstanding.

4.3 The Client will be in default solely by the expiration of the term within which any payment or fulfilment of any other obligation should have taken place, without the requirement of any further warning, summons or notice.

4.4 If payment due by the Client to Hanskamp is not made in time, then the Client will automatically be due to Hanskamp one and a half percent (1½ %) interest per month on arrears, starting on the day on which the term of payment is expired, at which a part of a month is to be counted as a full month.

4.5 All judicial and extrajudicial costs to be made, including all costs to be incurred by Hanskamp for legal assistance and legal advice, will be for the Client's account. The extrajudicial collection costs are 15% of the amount due by the Client, including the interest due, without prejudice to Hanskamp's right to claim payment by the Client for the actually incurred collection costs, should they be more than the aforementioned 15%.

5. Guarantee

5.1 Any guarantee for goods purchased elsewhere by Hanskamp will only be given if and insofar it is given by the original manufacturer(s).

5.2 Hanskamp will give an 18-month guarantee from the delivery date for the electronic products that are supplied with regard to hidden defects and/or production or material flaws. Hanskamp will give a 12-month guarantee from the date of delivery with regard to mechanical or electro-mechanical parts.

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5.3 Any defects to goods delivered, which fall under this guarantee, will either be repaired or replaced by new delivery, as such at Hanskamp's sole discretion, if the defects in Hanskamp's and/or the manufacturer's judgement are due to construction flaws or flaws or shortcomings in materials used, rendering the goods useless to the Client as regards the purpose for which they can reasonably be deemed to be intended.

5.4 All guarantee claims will be invalid if the Client makes any changes and/or performs any repairs to the deliverables or has them made, or if the deliverables are not accurately used or handled according to the supplied or applicable (manufacturer's) instructions or user manual, or are used or handled in any other improper manner, or if a software adjustment has taken place in or with regard to the deliverables which is not done by Hanskamp, or if the deliverables are used or applied for any other purposes than for which they are intended, or if the deliverables are used in a manner that could not reasonably be anticipated by Hanskamp.

5.5 Hanskamp will not reimburse costs incurred by the Client relating to warranty claims and warranty processing.

6. Liability

6.1 The Client is obliged – subject to forfeiture of rights– to inform Hanskamp of any alleged defects within a reasonable time, but no later than two (2) weeks after delivery.

6.2 Hanskamp can only be held liable for direct damage. Direct damage is exclusively understood to be:
- the reasonable costs necessary to determine the cause and extent of the damage, insofar as the determination concerns damages as referred to in these General Terms & Conditions;
- any reasonable costs incurred to ensure the faulty performance fulfils the contract, insofar as this can be attributed to Hanskamp;
- the reasonable costs incurred to prevent or limit the damage, insofar as these costs have been documented and have demonstrably resulted in limitation of the direct damage as referred to in these General Terms & Conditions.

6.3 Hanskamp cannot be held liable for indirect damage, including consequential damage, loss of profit, loss of savings, and loss caused by business interruption or other forms of operational standstill. This limitation extends no further than that permitted pursuant to article 7:24 paragraph 2 of the Dutch Civil Code.

6.4 The liability of Hanskamp is at all times limited to the sum its insurer will pay out as appropriate. If the insurer does not make a payment or if no insurance or coverage is present, the extent of the liability is limited to a sum of €5000.
In the case of a continuing performance agreement, Hanskamp's liability is limited to a maximum of 5% (excluding VAT) of the due order amount of the last 12 months prior to the event that caused the damage with a maximum sum of €10,000.

6.5 Any legal action arising from alleged defects or non-conformity will be declared inadmissible, if it is initiated two (2) years after the work was completed or the goods have been delivered.

6.6 Personal liability cannot be invoked. The aforementioned liability also includes company liability and product/service liability.

6.7 The liability does not include indirect damage. Indirect damage includes, but is not limited to, consequential damage, loss of profit, missed savings, damage due to business stagnation, and/or damage due to being unable to properly use goods.

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7. Complaints

7.1 Complaints can only be attended to if they are received by Hanskamp in any written form within eight (8) days after delivery and if the complaints are explicitly specified. With regard to hidden defects, complaints are only possible within the term of guarantee.

7.2 As a departure of the aforementioned, complaints with regard to goods for which installation is taking place should be made immediately on the date on which such installation takes place and at the location where such installation takes place and should then be confirmed to Hanskamp in writing without any delay, clearly specifying the complaints.

7.3 Complaints with regard to an invoice should be submitted to Hanskamp in writing within eight (8) days after the date of that invoice.

7.4 If no complaint is made within the applicable term or in the required manner, then the deliverables will be deemed to fully comply with the agreement and to have been unconditionally accepted and approved by the Client; any invoice, with regard to which no complaint is made within the eight-day term of paragraph 3, will be deemed to have been unconditionally accepted and approved by the Client.

7.5 If any complaint with regard to the deliverables is found legitimate by Hanskamp, then Hanskamp will only be compelled to replace or repair the defective goods without the Client having any additional right to any compensation whatsoever.

7.6 Submitting a complaint does not relieve the Client of his payment duties towards Hanskamp.

8. Intellectual property rights

The Client will only internally use and in no way supply, sell, put at disposal or have any third party use any software, in the widest meaning of the word, or any peripheral equipment, technical data, switch and/or working schedules, instructions for use or operation, drawings and all other essential documentation and other data and information supplied by or on behalf of Hanskamp.

9. Reservation of ownership

9.1 All goods delivered by or on behalf of Hanskamp are Hanskamp's property until the moment of full payment of all that the Client is due to Hanskamp.

9.2 In the case of non-payment of any claimable amount due by the Client to Hanskamp, and also in the case that the agreement is terminated, Hanskamp will be entitled to reclaim the goods as its property with regard to which the reservation of ownership applies.

10. Force Majeure

10.1 If Hanskamp is prevented to fulfil any obligation towards the Client due to force majeure and the force majeure situation in Hanskamp’s judgement has a permanent or long-lasting character, then the parties may effect a settlement as to the annulment of the agreement.

10.2 If Hanskamp is prevented to fulfil any obligation towards the Client due to force majeure and the force majeure situation in Hanskamp’s judgement has a temporary or momentary character, then Hanskamp will be entitled to suspend the execution of the agreement for such a time until the circumstance, cause or event that causes the force majeure situation will no longer occur.

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10.3 As “Force Majeure” is regarded any circumstance, cause or event, wherever it might take place or occur, which temporarily or permanently prevents correct, full and timely fulfilment of any of Hanskamp’s obligations, or which makes such fulfilment impossible or unreasonably problematic and which circumstance, cause or event cannot reasonably be prevented by Hanskamp, or which fully or partially lies outside Hanskamp’s sphere of influence, or which Hanskamp cannot influence. As a circumstance, cause or event that results in force majeure is, amongst others, in any case regarded: fire, explosion, stroke of lightning, floating ice, low water, high water, tidal wave, spring tide, flood, earthquake, natural disaster; storm, tornado, cyclone, snow, frost and other weather conditions; strike action, work stoppage, excessive personnel (sickness) absence, industrial unrest, lock-out, boycott; war (whether or not declared), mobilisation, siege, blockade, molestation; riots, revolution, social unrest; government measures and/or provisions preventing, delaying or otherwise hampering the fulfilment of obligations; lack of transport means; impassability or impracticability of any eligible transport route or way of transport; disruption or interruption in the supply, delivery or availability of energy; disruption of or interruption in or of the functioning of any public utility company; disruption or interruption or termination of the supply of raw materials, semi-manufactured and/or end products; disruption or delay in or of, or interruption or termination of the supply of parts, spare parts and other items; any circumstance, non-compliance with any obligation of a debtor or contract partner of Hanskamp (including non-fulfilment of any obligation of one or more third parties to supply); technical malfunctions and/or defects, delay, disruption or interruption in or of the repair of machines, materials, equipment, tools and/or instruments; serious disease and disease with an epidemic character.

11. Termination of the agreement

11.1 In the case that the Client is in default, then Hanskamp will be entitled to cancel or annul the agreement without any judicial intervention, without prejudice to Hanskamp’s right to demand compensation for damages, to use the rights pursuant to any reservation of ownership and to take any other (legal) measures and without prejudice to Hanskamp’s right to demand fulfilment (whether with compensation for damages or not) rather than to cancel the agreement.

11.2 Hanskamp will be able to cancel the agreement with the Client immediately if:
a. the Client is declared bankrupt, proceeds into partition, submits a request for a moratorium, or if the Client is granted a (provisional or definitive) moratorium, or if all or a part of the Client’s assets are sequestered, attached or garnished;
b. the Client, if he is a natural person, dies or is placed under legal restraint or if his goods are put under management;
c. if the Client is a legal entity, the Client’s liquidation is started or if a demand for the Client’s dissolution is lodged, or if a decision to dissolve is taken with regard to the Client.

11.3 If an agreement is cancelled or annulled according to the aforementioned provisions, then the amounts that the Client is due to Hanskamp at the moment of cancellation or annulment will remain fully due without prejudice to Hanskamp's right to claim damages and to the other rights to which Hanskamp is entitled.

12. User data privacy provisions

Hanskamp respects the privacy of its Clients. In certain situations, Hanskamp requires personal data in order to provide the desired service. Hanskamp treats personal data with the greatest possible care. Hanskamp complies with the requirements in the Dutch Personal Data Protection Act (“Algemene Verordening Gegevensbescherming (AVG)”) in all cases. Our employees and third parties contracted by us are required to respect the confidentiality of our Clients' data.

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13. Updating Terms and Conditions

Hanskamp retains the right to update its Terms and Conditions at any time, without directly informing the customer. Publication of a notification on Hanskamp's website is sufficient. It is up to Hanskamp to decide whether or not to also communicate the changes directly to the customer.

14. Applicable law

To all agreements between the Client and Hanskamp to which these General Terms and Conditions apply, the Law of the Netherlands applies, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention).