

# Growing the future together

General Terms and Conditions for Supply of Goods

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## 1. Scope and definitions

1.1 These General Terms and Conditions govern the supply of Goods by PlantLab Group B.V. and its Subsidiaries, to its Customers (as defined hereinafter).

1.2 Unless determined otherwise by the context capitalized words and expressions in these General Terms and Conditions shall have the following meaning:

**Conditions:** the General Terms and Conditions as set out in this document, as amended by PlantLab from time to time.

**Agreement:** any agreement between PlantLab and the Customer regarding the supply and purchase of Goods subject to these Conditions.

**Customer:** the person or entity who purchases Goods from PlantLab.

**Delivery:** by delivery is meant the event as described in 4.3.

**Delivery Location:** shall be either PlantLab's premises or the Customer location pursuant to clause 4.3.

**Force Majeure Event:** means in any event entire or partially failed harvests, weather conditions, diseases and epidemics in plants, wars, import and export bans, frost, strikes, traffic disturbances, regulations, epidemics, loss or damage during transport, fire, theft, all this both in PlantLab's business and in the business of third parties with which PlantLab does business, and furthermore all causes arising outside the control or the actions of either party.

**Goods:** means the products which the Customer agrees to purchase from PlantLab, as specified in the Order and/or Agreement or as otherwise agreed between the Parties.

**Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form, or the Customer's acceptance of PlantLab's quotation, as the case may be.

**PlantLab:** means the PlantLab entity belonging to the PlantLab Group of companies concluding the Agreement;

**PlantLab Group:** means PlantLab Group B.V. and its Subsidiaries.

**Subsidiaries:** any individual or (legal) entity that directly or indirectly, through one or more

intermediaries, is under the control of PlantLab Group B.V. Within the context of these General Terms and Conditions “control” means the power to direct or cause the direction of the management and policies of a person or entity, whether through the direct or indirect ownership of more than 50% (in words: fifty percent) of the nominal value of the issued share capital, or holdings of more than 50% (in words: fifty percent) of the right to vote at the general meeting of shareholders, or the power to appoint a majority of the managing directors, or by contract or otherwise.

## **2. Basis of contract**

2.1 These Conditions are applicable to all requests, quotations, Offers, and Agreements relating to the supply of Goods by PlantLab to the Customer. General terms and conditions of the Customer do not apply to this Agreement, and any variation to these Conditions shall be inapplicable, unless expressly agreed in writing by both parties. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. Orders shall be accepted entirely at PlantLab's discretion. If accepted, an Agreement comes into existence governed by these Conditions.

2.2 Any samples, drawings, descriptive matter, or advertising produced by PlantLab and any descriptions or illustrations contained in PlantLab's catalogs or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Agreement nor have any contractual force.

2.3 Unless agreed otherwise in writing, offers made by PlantLab, including quotations, brochures, and price lists, are without obligation and are valid for thirty (30) days. PlantLab reserves the right to revoke its offer, even after the Customer has accepted it. If the acceptance by the Customer differs from the quotation included in the offer made by PlantLab, then PlantLab is not bound thereby. The Agreement shall in such event not be concluded in accordance with said deviating acceptance unless PlantLab indicates otherwise in writing.

## **3. The Goods**

3.1 The quantity description of the Goods shall be as set out in the PlantLab's price list that shall be part of the Agreement. PlantLab reserves the right to amend the listed Goods during the Agreement when so reasonably required.

3.2 The Goods shall be supplied in accordance with the description contained in PlantLab's price list or catalog, as they are. The customer agrees and acknowledges that the Goods are natural products with all the associated elements. PlantLab does not accept responsibility nor liability for changes in color and/or texture of the Goods which may occur from time to time.

3.3 All Goods are offered subject to availability and PlantLab cannot be held responsible or liable for Goods which may become discontinued or unavailable.

## 4. Delivery

4.1 PlantLab shall ensure that:

- A. each Delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type, the delivery note number, and the quantity of the Goods; and
- B. if PlantLab requires the Customer to return any packaging materials to PlantLab, this shall be stated on the delivery note. The Customer shall return any such packaging materials within fourteen (14) days after Delivery to PlantLab at its own expense.

4.2 In principle Customer shall collect the Goods from PlantLab's premises as indicated by PlantLab or such other location as may be advised by PlantLab prior to delivery. If, contrary to what has been determined in the preceding sentence, the parties agree that PlantLab shall be responsible for transportation of the Goods to a location as pointed out by Customer, Delivery shall take place at the Customer location.

4.3 Delivery is completed on the completion of loading of the Goods at the Delivery Location.

4.4 Any dates quoted for Delivery are approximate only, and the time of delivery is not of the essence. PlantLab shall not be liable for any delay in the Delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide PlantLab with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If PlantLab fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality, less the price of the Goods.

4.6 PlantLab may deliver the Goods by installments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel any other installment.

## 5. Inspection and acceptance

5.1 The Customer is obliged to inspect the Goods in accordance with clause 5.2 at the moment of Delivery and any defects and non-acceptance of Goods must be notified immediately, failing which all rights of the Customer as regards PlantLab will lapse in this respect.

5.2 Pursuant to the obligation in clause 5.1, Customer shall with the inspection ascertain whether the Goods delivered are in accordance with the stipulations of the Order and/or Agreement, i.e.:

- A. whether the correct Goods have been delivered;
- B. whether the Goods delivered meet the quality requirements which may be set for normal use and/or for trade purposes;
- C. whether the quantity of the Goods delivered is in conformity with the agreed quantity.



5.3 Except where such failure or delay is caused by a Force Majeure Event or PlantLab's failure to comply with its obligations under the Agreement, If the Customer fails to accept Delivery of the Goods then;

- A. Delivery of the Goods shall be deemed to have been completed; and
- B. PlantLab may resell or otherwise dispose of part or all of the Goods.

5.4 The Customer shall at all times offer PlantLab the opportunity to (arrange to) investigate defects and irregularities that have been detected, failing which all rights of the Customer as regards PlantLab will lapse in respect of such defects.

5.5 If the Customer has notified PlantLab in due time in compliance with clause 5.1, PlantLab is entitled – at its own discretion – to redeliver the Goods subject to the same conditions as those originally agreed or to refund the purchase price already paid.

5.6 Goods can only be returned with written permission from PlantLab. The Customer shall bear the costs and risks as regards return shipments. Goods returned without the prior written approval of PlantLab may at PlantLab's discretion be returned to Customer or stored at Customer's cost without prejudice to any rights or remedies of PlantLab.

## 6. Quality

6.1 Subject to 5.1, if:

- A. the Customer gives notice in writing to PlantLab within twenty-four hours after Delivery;
- B. PlantLab is given a reasonable opportunity of examining such Goods; and
- C. the Customer (if asked to do so by PlantLab) returns such Goods to the PlantLab's place of business at the Customer's cost, PlantLab shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.2 PlantLab shall not be liable for defective Goods in any of the following events:

- A. the defect arises because the Customer failed to follow PlantLab's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- B. the defect arises as a result of a Force Majeure Event, willful damage, negligence, or abnormal storage or working conditions by the Customer.

6.3 Except as provided in this 6, PlantLab shall have no liability to the Customer in respect of defective Goods.

6.4 These Conditions shall apply to any replacement Goods supplied by PlantLab.

## 7. Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- A. PlantLab receives payment in full for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment; and
- B. the Customer resells the Goods, in which case title to the Goods shall pass to the Customer immediately before the time at which resale by the Customer occurs.

## 8. Price and payment

8.1 The price of the Goods shall be the price as agreed in writing by PlantLab. Any prices as set out in the Order and/or in PlantLab's applicable price list as communicated by PlantLab to the Customer are indicative only and may vary over time.

8.2 The price of the Goods:

- A. excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to PlantLab at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- B. excludes the costs and charges of packaging, insurance, and transport of the Goods, which shall be invoiced to the Customer, unless agreed in writing otherwise.

8.3 PlantLab may invoice the Customer for the Goods on or at any time after the completion of Delivery. The Customer shall pay each invoice submitted by PlantLab within 30 days of the date of the invoice.

8.4 If the Customer fails to make a payment due to PlantLab under the Agreement by the due date, then, without limiting PlantLab's remedies under 10 (Termination), the Customer shall pay interest at the Dutch statutory rate on the overdue sum from the due date until payment of the overdue sum.

8.5 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

## 9. Limitation of liability

9.1 Liability of PlantLab for damage, including non-contractual liability, shall in any case be limited to direct damage to persons and property, and limited to the amount of the relevant Order.

9.2 This limitation of liability only does not apply in the event of;

- A. willful intent or gross negligence on the part of PlantLab, and/or

- B. death or personal injury;

9.3 PlantLab is never liable for:

- A. consequential or indirect damage or loss, including, but not limited to, sales damage, loss of profit, loss of production, delay damage and goodwill and reputation damage,
- B. any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, and/or
- C. Customer's failure to provide PlantLab with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9.4 Every legal claim of the Customer against PlantLab shall lapse following expiry of six (6) months after its origin.

## 10. Termination

10.1 Without limiting its other rights or remedies, PlantLab may terminate an Agreement with immediate effect by giving written notice to the Customer:

- A. if the Customer commits a material breach of any term of Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- B. in case of (a petition to declare) bankruptcy or to grant suspension of payments to Customer;
- C. if the Customer's business is shut down in whole or in part, insofar as this prevents proper compliance with the Customer's obligations under the Agreement;
- D. if the Customer's business is wound up or liquidated or in the event that the Customer ceases to exist;
- E. if a significant part of the Customer's assets are attached and such attachment prevents proper compliance with the Customer's obligations under the Agreement.

10.2 Without limiting its other rights or remedies, PlantLab may suspend provision of the Goods under the Agreement or any other agreement between the Customer and PlantLab if the Customer becomes subject to any of the events listed in clause 10.1. (a) to (e), or PlantLab reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

10.3 Without limiting its other rights or remedies, PlantLab may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

10.4 On termination of the Agreement for any reason the Customer shall immediately pay to PlantLab all of the PlantLab's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, PlantLab shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.5 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

10.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

## **11. Force majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate the Agreement by giving seven (7) days written notice to the affected party.

## **12. General**

12.1 Assignment and other dealings.

- A. PlantLab may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement.
- B. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of PlantLab.

12.2 Confidentiality. The Customer is prohibited from disclosing the content of the Agreement and anything relating to it in any manner whatsoever to third parties, except insofar as required on the grounds of any statutory provision or court decision.

12.3 Variation. No variation of these Conditions shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

12.4 Waiver. No failure or delay by a party to exercise any right or remedy provided under these General Conditions of Purchase or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of that right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Conditions.

12.6 Amendments. PlantLab reserves the right to make amendments to these Conditions. These amendments shall enter into force at the time when their entry into force is announced. If no effective date is notified, the amendments shall take effect for the Customer as soon as it is notified of the amendment.

### **13. Governing law**

13.1 The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of the Netherlands.

13.2 All disputes (including issues that may be considered disputes by only one of the parties) that may arise in relation to the Agreement or any additional Agreements ensuing therefrom, shall be submitted for litigation exclusively to the competent court in 's Hertogenbosch, the Netherlands.