

General Terms and Conditions ForFarmers Nederland B.V.

1. Definitions

1. In these General Terms and Conditions the following is understood as:
 - a. ForFarmers Nederland: ForFarmers Nederland B.V. or a dealer of ForFarmers Nederland B.V.
 - b. Buyer: each and every natural or legal person with whom ForFarmers Nederland concluded or intends to conclude an Agreement as also for whom ForFarmers Nederland performs or shall perform deliveries or delivers or shall deliver performances as well as each and every natural or legal person who received an offer from ForFarmers Nederland.
 - c. Agreement: each and every oral or written agreement that is concluded between the Buyer and ForFarmers Nederland and any and all additions to and changes of the same. This also includes any and all legal acts in respect of the said Agreement.
 - d. ForFarmers Group: any and all entities that are part of or affiliated with ForFarmers N.V.

2. Applicability

1. These General Terms and Conditions are applicable to any and all legal relationships between the Buyer and ForFarmers Nederland including, but not limited to, Agreements, proposals, services, and offers from or with ForFarmers Nederland, even if they have not (further) been specified, unless the parties expressly stipulated otherwise.
2. These General Terms and Conditions can also be relied on by employees of ForFarmers Nederland and by third parties who were hired by ForFarmers Nederland.

3. Offer and acceptance

1. Offers of ForFarmers Nederland are subject to contract, unless indicated otherwise in writing. The offers are based on the information known at ForFarmers Nederland at the time of the submission of the offer.
2. Agreements are concluded following written confirmation by ForFarmers Nederland or following the commencement of the actual implementation by ForFarmers Nederland.
3. Changes in the Agreement and/or deviations from the General Terms and Conditions are only valid if they were stipulated in writing or were confirmed by ForFarmers Nederland in writing. If deviations and/or changes result in an increase of the costs then ForFarmers Nederland is entitled to pass these on to the Buyer.

4. Prices

1. Any and all prices specified in offers and/or Agreements are fixed and exclusive of turnover tax.
2. If after the conclusion of the Agreement an increase of the cost price occurs then ForFarmers Nederland is entitled to pass the said increase on to the Buyer or to dissolve the Agreement without being liable to pay compensation.

5. Delivery

1. In case of delivery carriage paid the goods are at the expense and risk of the Buyer as from the moment of unloading. The Buyer must provide for proper receipt material, storage facilities, and for unhindered and risk-free accessibility of the said storage facilities.
2. ForFarmers Nederland is authorised to deliver in instalments. In case of an Agreement in pursuance of which a period and/or a price has been established the purchasing must take place in proportion to the stipulated period.
3. If ForFarmers Nederland cannot deliver products to the Buyer on account of the fact that the Buyer is not taking receipt of these products then ForFarmers Nederland is entitled to:
 - a. store products;
 - b. sell products;all at the expense and risk of the Buyer. The damages potentially deriving from the same are at the expense of the Buyer.
4. Indicated or stipulated delivery times can never be qualified as fatal deadlines, unless expressly stipulated otherwise.

6. Payment

1. Payment to ForFarmers Nederland must take place prior to the due date indicated on the invoice, without setoff, discount and/or suspension, through remittance to a bank or giro account to be indicated by ForFarmers Nederland.
2. If payment does not take place within the stipulated due date then the Buyer is, without any further notice of default being required, in default by operation of law and any and all payment obligations of the Buyer vis-à-vis ForFarmers Nederland immediately fall due. As from the said moment statutory interest plus 2% per (part of a) month is payable on the payable principal sum as well as any and all costs related to the collection of its claim, including judicial and extrajudicial costs. On account of the extrajudicial collection costs 15% of the payable principal sum, with a minimum of € 10,000.00, is charged.
3. If the imposed due date as intended in article 6.1 is not met then ForFarmers Nederland is authorised to:

- a. consider the Agreement as dissolved;
- b. discontinue any and all deliveries from the Agreement with the Buyer until payment has been received. The costs for storage are at the expense of the Buyer.

In this respect ForFarmers Nederland reserves the right to claim full compensation.

4. Payment by or on behalf of the Buyer after the due date is applied, successively, to the extrajudicial collection costs payable by the Buyer, judicial costs, payable interest, and then, in succession of age, the outstanding claims, regardless of different instructions of the Buyer.
5. At the request of ForFarmers Nederland the Buyer is held to lend cooperation to payment in advance for products and/or services and/or to provide sufficient security for compliance with the (payment) obligations of the Buyer.
6. ForFarmers Nederland or an entity that is part of the ForFarmers Group is authorised to deduct claims that the Buyer is liable to pay or shall be liable to pay in the future from claims of the Buyer vis-à-vis ForFarmers Nederland or an entity that is part of the ForFarmers Group.
7. The Buyer can only object to the invoice within the payment term.

7. Obligation to examine and complaints

1. Upon delivery the Buyer must examine in a thorough and competent manner if the goods comply with the Agreement. The Buyer must inform ForFarmers Nederland accordingly within 7 days after delivery, at least within 7 days after observation had within reason been possible, however no later than 6 months after delivery, in writing and in substantiated manner. Should this not be the case then the right to complain of the Buyer expires. If the Buyer objects to the manner that the Agreement was implemented by ForFarmers Nederland then the Buyer must forthwith upon delivery of the product or after supply of the service or upon completion report this to ForFarmers Nederland in writing.
2. If complaints were not reported in writing in a timely fashion then the Buyer is deemed to agree with the delivered products and/or the supplied services.
3. Deviations and differences that fall within a, in accordance with normal business practices, reasonable production or weight tolerance are not qualified as shortcomings.
4. A complaint as intended in article 7.1 does not suspend the payment obligation of the Buyer.
5. If the delivered product and/or the supplied service do not comply with the Agreement then ForFarmers Nederland is only held to replace the relevant product or to provide a proportionate discount on the price. The latter at the sole discretion of ForFarmers Nederland.
6. Returns are only accepted after ForFarmers Nederland has agreed with the same in writing and in advance.

8. Reservation of title

1. ForFarmers Nederland reserves the title of the products delivered by the same. If an invoice of ForFarmers Nederland regarding delivered products is not paid in a timely fashion, or if ForFarmers Nederland has a claim vis-à-vis the Buyer on account of a failure to comply with an Agreement, then ForFarmers Nederland is authorised to request the delivered goods back as its property.
2. If ForFarmers Nederland intends to exercise the reservation of title then the Buyer hereby already grants ForFarmers Nederland or designated third parties, as the occasion arises, irrevocable authorisation to enter all the locations where properties of ForFarmers Nederland are located and to take back the said products.
3. The Buyer is not allowed to place the products beyond its actual control or to alienate, pledge or otherwise encumber the same as long as the title of the delivered products has not transferred to the Buyer. The Buyer is authorised to sell the products delivered subject to reservation of title within the framework of the normal operations of its business. The Buyer must only deliver the said goods on condition of the relevant reservation of title.

9. Dissolution, force majeure, and extinction

1. If the Buyer does not comply or improperly or late with an obligation on its part deriving from the Agreement as also in case of bankruptcy, suspension of payment, administration, discontinuation or liquidation of the business of the Buyer then ForFarmers Nederland is entitled, without any obligation to pay compensation and without prejudice to the rights vested in the same, to dissolve the Agreement either in whole or in part or to suspend the further implementation of the Agreement. In those instances ForFarmers Nederland is authorised to claim immediate payment of the outstanding claim.
2. If ForFarmers Nederland, due to circumstances beyond its control and/or fault, cannot comply with an Agreement or not in a timely fashion or not properly then this is qualified as Force Majeure on the part of ForFarmers Nederland. As the occasion arises ForFarmers Nederland shall not be liable for the damages that are the result of the failing, late or improper compliance with the Agreement.

10. Liability

1. Should damages occur in connection with the implementation of an Agreement concluded with ForFarmers Nederland then ForFarmers Nederland shall not be liable for the damages if they are the result of:

- a. a compulsory official act;
 - b. services and/or advice that was not charged;
 - c. incorrect and/or incomplete data supplied by the Buyer that ForFarmers Nederland relied on;
 - d. the use of products and/or services in derogation from instructions and/or recommendations given by ForFarmers Nederland.
2. If the damages are the result of an inferior product delivered by ForFarmers Nederland or of a service or advice charged by ForFarmers Nederland then the liability of ForFarmers Nederland shall be limited to the amount that is, as the occasion arises, paid out pursuant to the liability insurance(s) taken out by the same plus the amount of the excess that is, according to the policy terms and conditions, not at the expense of the insurer. If, for any reason whatsoever, an insurance payment is not made then the liability of ForFarmers Nederland shall be limited to at most the invoice value of the relevant product and/or service or advice, however up to a maximum of € 45,000.00.
 3. In derogation from the statutory time limits, the time limit of any and all claims and defences regarding compensation on account of liability of ForFarmers Nederland in relation to defects of delivered goods vis-à-vis ForFarmers Nederland and the third parties involved in the implementation of an Agreement by ForFarmers Nederland amounts to one year.

11. Miscellaneous and applicable law

1. The invalidity and/or ineffectiveness of a provision of the Agreement does not imply that the Agreement is invalid and/or ineffective in full. In lieu of the invalid or ineffective provision the parties shall agree on an appropriate provision that best approaches the intention of the parties and the commercial result envisioned by them in a legally effective manner.
2. The administration of ForFarmers Nederland serves as full evidence, barring evidence to the contrary of the Buyer.
3. Dutch law is applicable to any and all agreements with ForFarmers Nederland. Reliance on the provisions of the Vienna Sales Convention is excluded. The competent court in the district of Zutphen is authorised to take cognisance of disputes. ForFarmers Nederland does, however, reserve the right to summon the contractual party to appear at the address of its principal place of business.

12. Privacy

1. For information concerning the processing of your personal data we refer to our privacy statement: www.forfarmersgroup.eu/privacy-statement.