

## **Buizer Advies general terms and conditions**

Buizer Advies is established in Leeuwarden, having its business address at 8939 AT, De Welle 48.

Buizer Advies advises companies, governments, organisations and private persons and assists them in any other possible way, which includes operational, technical/economical, strategic and organisational advising, informing and assisting of farms and market gardens, small and medium-sized enterprises, organisations, governments, companies and private persons, whether by telephone, in writing or during a visit.

Following are the General Terms and Conditions of Buizer Advies.

These conditions have been filed at the Chamber of Commerce in Leeuwarden under no 01124203 on 01 - 01 - 2008.

### **1. General**

- a. These conditions apply to all tenders and offers of, and any agreements with Buizer Advies as regards services, such as advising, the provision of information and Buizer Advies' sale of movable properties.
- b. Deviations from these terms and conditions apply only insofar as the parties have expressly agreed to this in writing.

### **2. Tenders/orders**

- a. All tenders and/or offers are free of obligation, unless it has expressly been determined that they are irrevocable, and – unless expressly agreed otherwise – shall have a period of validity of a fortnight, counting from the date of the tender and/or offer.
- b. Agreements become effective only by Buizer's written acceptance of an order or by the execution of an order by Buizer Advies.
- c. The scope of activities under an agreement is determined by the tender, including the alterations that are applied in consultation at a later date.

### **3. Prices**

- a. Prices submitted by Buizer Advies are exclusive of turnover tax (VAT) and other government levies.
- b. Prices stated by Buizer Advies in catalogues or otherwise do not bind Buizer Advies. Upon conclusion of the agreement, Buizer Advies shall be entitled to increase the prices agreed if interim increases and/or surcharges occur on freight, customs tariffs, prices of goods and/or raw materials, taxes, wages or national insurance contributions, declines in value of the Dutch and/or increase of foreign currencies and such, as well as any other government measures that result in higher prices.
- c. In the case of increases of the net prices, the customer shall be entitled to cancel the agreement, provided he/she informs Buizer Advies of this in writing within a fortnight after the notification. The customer is not entitled to any compensation in the case of cancelling.

### **4. Execution of the agreement**

- a. The agreement shall be executed within the (estimated) term stated in the tender that has been agreed in consultation with the client, unless this proves reasonably unfeasible. If there is a possibility that the term is exceeded, Buizer Advies will consult the client as soon as possible. However, without any notice of default, Buizer Advies shall not be in default merely by exceeding the term.
- b. With the realisation of an order agreement, Buizer Advies, in the execution of the activities ordered, does not undertake to anything more than a useable result for the client.
- c. When advising about the application of crop protection and manuring and any other matter, Buizer Advies goes on the applicable legal stipulations (legal operating instructions, Fertilizers' Decree, etc.). Any advice (measurements of quantity, application techniques, etc.), whether provided in writing or orally, is based on extensive comprehensive experimentation and/or demonstrable practical experience. Buizer Advies advises according to their best knowledge and the current

know-how, which also means that Buizer Advies cannot vouch for unknown harmful consequences that arise as a consequence of the advised use at the time of advising.

- d. In the case of Buizer Advies' sale of movable properties, it applies that Buizer Advies does not provide any other guarantee than that described in the tender, without prejudice to any guarantee provided by the producer, for which claims can only be made towards the manufacturer. Buizer Advies will execute contract extras only after prior approval of the client; after approval, the costs for the contract extras will be charged to the client.
- e. As regards non-publicly accessible information of the client Buizer Advies obtains within the framework of the execution of the agreement, Buizer Advies will observe secrecy in the sense that Buizer Advies will never publish this information as directly traceable to the client. Any further obligation of secrecy will apply only if this is agreed expressly in writing.
- f. Research results will be made public on an anonymous basis, unless written secrecy has been agreed at the client's request. The term of secrecy will amount to no more than one year after the delivery or invoicing date.
- g. Any obligation to secrecy by Buizer Advies does not apply insofar and if it is contrary to the legal tasks and obligations of Buizer Advies.

## **5. Client's obligations and responsibilities**

- a. In the case of sample research, the customer is responsible for the selection, representativeness and prompt distribution of samples to Buizer Advies.
- b. In the case of Buizer Advies' advice concerning the use of crop protection or manuring and other products, the actual application, use or storage is not under control of Buizer Advies. This means that the correct execution of the advice provided falls entirely under the client's responsibility.
- c. The client accepts that there is a real danger of misunderstandings in the interpretation of the presentation of a question or in the interpretation of advice in the case of advising by telephone, and that the risk of incorrect interpretation of the presentation of a question or advice is at the client's expense.

## **6. Delivery, risk and ownership**

- a. Movable properties are delivered from the place of business of Buizer Advies with which the contract has been entered into; as from the moment of delivery, the risk of these properties is passed on to the client.
- b. In the case of the delivery of movable properties, Buizer Advies remains the owner of any properties delivered to the client until the purchase price for these properties has been settled in full.
- c. Copyright and any other rights of intellectual or industrial property regarding advice and information provided shall entirely rest with Buizer Advies.

## **7. Payment**

- a. Payment shall take place within a fortnight after the invoicing date. To this effect, Buizer Advies will send the client a specified invoice.
- b. Payment of invoices for once-only and/or occasional deliveries takes place based upon direct debit; the client authorises Buizer Advies for this by means of completing and signing the part of the confirmation of the order intended for this.
- c. If the client does not agree with the direct debit of the invoice amount, payment of administrative costs and collection charges are payable in addition to the invoice amount.
- d. If no fixed price has been included in the confirmation of the order or agreement, it is admitted between the parties that the amount to be paid will be determined by Buizer Advies through subsequent calculation based upon Buizer Advies' customary rates and methods.
- e. Buizer Advies retains the right to send invoices at regular intervals. Buizer Advies may at all times require advance payment even if this has not been included in the confirmation of the order or the agreement.
- f. In the case of overdue payment, the statutory interest shall be due as from the due date, as well as any costs made for the collection in the matter, and without any notice of default being required.

- g. Where payment is concerned, the other party cannot rely on compensation, withholding or suspension.
- h. If the client cancels an agreed appointment between Buizer Advies and the client for a company visit within 24 hours prior to the time of the appointment, the client shall owe 50% of the hourly rate. The client will receive an invoice to this.

## **8. Liability**

- a. Buizer Advies is only liable for damages as a direct consequence of any shortcoming attributable to Buizer Advies in the execution of its obligations. If, by virtue of the previous sentence, Buizer Advies is contractually liable and/or liable by any other reason, Buizer Advies is solely liable for the direct damage of the client to a maximum amount of € 1,250.00, or to no more than the amount the customer owes by virtue of the agreement, if this amount is higher. This direct damage also includes damage the customer suffers in the application or use of the result of activities executed by Buizer Advies, but not any loss of profits suffered by the client as a result of this.
- b. This limitation of Buizer Advies' liability does not apply in the case of intentional act or omission or gross negligence on the part of Buizer Advies, or persons Buizer Advies has availed of or engaged in the execution of the agreement.
- c. The liability of Buizer Advies shall in no case exceed the amount that qualifies for distribution under the professional liability insurance taken out by Buizer Advies.
- d. The client shall indemnify Buizer Advies and/or the persons Buizer Advies has engaged in the execution of the agreement for any claims of third parties by reason of damage suffered by these third parties that arises from the client's application or use of the activities of Buizer Advies or any other to which the client has provided the results of the activities, unless in the case of an intentional act or omission and/or gross neglect on the part of Buizer Advies and/or the persons Buizer Advies has engaged in the execution of the agreement.

## **9. Complaints**

- a. The client shall not be able to appeal that a delivery is not in keeping with the agreement if he/she fails to notify Buizer Advies thereof in writing within a reasonable time after discovering this, or reasonably could have discovered this.
- b. Complaints as regards invoices, observable defects to that which has been delivered and defects or deviations that could reasonably be observed at the time of examination of advice, shall be submitted in writing to Buizer Advies within four weeks after the invoice date, failing which each appeal on these shortcomings and/or incorrectness becomes void.

## **10. Dissolution**

Buizer Advies shall be entitled to dissolve the agreement and claim compensation for the damages suffered from this from the client if he/she attributably fails to fulfil his/her obligations, if he/she petitions for a moratorium on payments, goes bankrupt, if the client deceases, or – in the case of a legal entity – this entity is dissolved or if the client's company is wound up.

## **11. Applicable law and competent court**

Dutch law shall apply to agreements with Buizer Advies.

Any disputes will in the first instance be settled by the competent court in Utrecht, unless Buizer Advies prefers the court on the spot of the client's business location or place of residence, or if imperative rules of law prescribe otherwise.