

## **General terms Botden & van Willegen B.V. Sambeek, the Netherlands.**

1. These General Terms and Conditions shall prevail over and exclude the validity of any terms and conditions that may be applied by the Buyer. Special stipulations and provisions in deviation from these General Terms and Conditions shall not be accepted as binding unless such special provisions or stipulations are priorly accepted by our organization in writing.
2. All of our offers are made free of commitment and can be withdrawn without regard for any regulations whatsoever. Agreements shall therefore not take effect unless prior confirmation in writing is obtained from our organization.
3. All goods are delivered ex nursery, transport being at the expense and the risk of the buyer.
4. The Buyer will be charged for the packing material at cost price and it cannot be returned.
5. Any licence charges are included in the price.
6. Payment shall be settled by the Buyer within 14 days following the date of invoice, free of all deductions.
7. Payments made by the Buyer shall at all times be considered to be made in payment of the oldest receivable(s) payable to Botden & van Willegen B.V., regardless of on which account they have arisen.
8. The buyer is in default after the time of payment has expired without any proof of default being necessary.
9. In case of overdue payment the buyer will have to pay an interest of 1,25 % per month as from expiry date, part of a month being calculated as a whole month.
10. Extrajudicial (collection charges) costs are at the expense of the buyer and set at 15 % of the amounts unpaid with a minimum of Dfl 750,-.
11. We guarantee the authenticity of the variety of the products supplied by us but not of renewed growth.
12. With respect to plant material - in view of the nature of this live product - no liability whatsoever can be accepted other than the liabilities as mentioned and referred to in the present General Terms and Conditions, in particular with respect to the intrinsic quality of the products delivered (including viability, health condition and virus status of the plant material) which might possibly cause material or immaterial damage. In view of the genetic instability of the plants and the unforeseeable nature of the mutations, the Buyer shall not be entitled to claim any compensations, damages, costs nor expenses whatsoever from Botden & van Willegen B.V. in the event that in spite of the fact that all possible and reasonable precautions have been taken at the level of selection, any concealed imperfection or deviation should occur of a genetic, medical, anatomical or physiological nature.
13. Complaints should be sent to us by the buyer in writing within 8 days on receipt of the goods. If the complaint is well-founded, we are only obliged to replace the rejected goods or to credit the Buyer with the amount invoiced, the choice being ours. We are never liable for any damage to the goods owing to wrong deliveries.
14. If, due to force majeure, in any case including illness, frost, hail damage, flooding of the crop and other exceptional circumstances, no normal harvest is possible, we will be released from the obligation to deliver without being liable for damages towards the buyer.
15. The times of delivery stipulated by us are approximately. In case of exceeding time of delivery no claim for compensation can ever be made, nor can this be done after proof of default. If the goods have not been collected by the buyer after expiry date, they are this at his disposal and stored at his expense and risk.
16. If the goods are provided with a plant passport and or a phytosanitary certificate issued by the "Nederlandse Plantenziektenkundige Dienst" (Plant Protection Organisation of the Netherlands) or any other authorised authority, we will never be liable because of health regulations which apply in the transit or destination country.
17. We are not obliged to any indemnification towards the Buyer.
18. The pallets on which the trees are delivered, particularly but not limited to the numbered steel pallets shall remain the property of Botden & van Willegen B.V. These pallets should be returned in our possession at our earliest request and in proper condition. In the event that, for whatever reason, the Buyer is unable to comply with this stipulation, or in the event that the pallets are damaged, Botden & van Willegen B.V. shall be entitled, at its sole discretion, either to charge the cost price of the pallet(s) concerned or to charge deposit money for the period of time until the pallet(s) is/are returned to us in proper condition.
19. Disputes concerning the quality of the goods supplied will exclusively be dealt with by the "Nederlands Scheidsgerecht voor de Boomkwekerij" (Dutch arbitration for tree nurseries) in The Hague on the basis of the regulations of this arbitration. All other disputes will be dealt with by the district court in 's-Hertogenbosch.
20. If it concerns a transaction with a firm in the Netherlands - as far as it does not differ from these general terms or it is not provided in them - the general terms for the delivery of fruit trees to fruit growers in the Netherlands (VVFN) will be applicable.
21. If, on behalf of foreign buyers, these general terms are translated into any other language, the original general terms in the Dutch language will be applicable - in case of interpretation disputes.
22. The agreement only comes under Dutch law.