

General Terms and Conditions of Purchase and Sale
Van Woerden Biologische producten B.V., Van Woerden Flevo B.V., and Van Woerden Fresh Organic B.V.

Article 1 - Applicability

1. These general terms and conditions apply to and form an integral part of all quotes provided, offers made, agreements concluded and the performance thereof, by Van Woerden Biologische producten B.V., Van Woerden Flevo B.V., and Van Woerden Fresh Organic B.V. (hereinafter referred to as: Van Woerden). These general terms and conditions also apply to deliveries and services to be performed by Van Woerden, whether or not related to the sale of products, as well as to the sale of (packing) materials. Thus, these general terms and conditions apply to all (legal) acts (including omissions) of Van Woerden and the party with whom Van Woerden is concluding the agreement with (hereinafter referred to as: the "contracting party") in this regard.
2. These general terms and conditions also apply for the benefit of third parties engaged by Van Woerden in the context of performing the agreement.
3. The applicability of the general terms and conditions of the contracting party is explicitly excluded.
4. Van Woerden reserves the right to amend the general terms and conditions. A new version of the general terms and conditions applies to all agreements from the moment Van Woerden informs the contracting party of the new version.
5. A provision of these general terms and conditions that is declared null and void will be replaced by a provision that approximates the intent of this provision as closely as possible. Invalidity or annulment of one of the provisions does not affect the remaining provisions the parties have agreed upon.
6. In the event of a dispute about the meaning of the translation of these general terms and conditions, the Dutch text is guiding.

Article 2 - Agreement

1. Van Woerden supplies products at the rates specified by Van Woerden in the order confirmation.
2. All offers are without obligation and will expire in any case by lapse of five working days or another period indicated in writing by Van Woerden.
3. An agreement between the parties comes into effect by the order confirmation. Therefore, no rights or obligations can arise between the parties before the order confirmation is sent.
4. The usual harvest and processing reservation applies to all agreements. If Van Woerden invokes this reservation, Van Woerden is not obliged to deliver, but will deliver a proportionate quantity and/or comparable alternative, unless this is reasonably not possible. The contracting party is not entitled to compensation if Van Woerden has invoked this reservation.
5. Van Woerden will always endeavour to meet its delivery obligation to the best of its ability. This does not affect Van Woerden's right to differ slightly from the order placed by the contracting party in terms of size, packing, quantity or weight. The residue analyses on products that are carried out by Van Woerden are the guiding principle. Van Woerden will not accept results of residue analyses from the contracting party, unless otherwise agreed in writing.
6. The contracting party must provide Van Woerden with all the information relevant to the shipment of the products at the time the order is placed, including the information regarding the formalities to be complied with in order to enable imports into the country specified by the contracting party, any necessary certificates, import documents, registrations or invoices.
7. If the contracting party fails to meet its obligation referred to in the previous paragraph, it will be in default by operation of law without any notice of default being required. The contracting party is liable for damage suffered by Van Woerden as a result of the incorrect or late receipt of information as referred to in the previous paragraph.

Article 3 - Prices

1. All prices quoted by Van Woerden or specified in the (order) confirmation are in euros, excluding any additional costs, including (but not limited to) administration costs, transport and insurance costs, certificate costs, VAT and levies, for which Van Woerden reserves the right to invoice these costs to the contracting party where appropriate.
2. Van Woerden reserves the right to adjust prices unilaterally. New prices are communicated by Van Woerden to the contracting party and will replace any previously quoted and/or offered prices.

Article 4 - Cancellation

If a(n) (order) confirmation has been sent by Van Woerden to the contracting party, the agreement can no longer be cancelled by the contracting party and, in the event of cancellation, the contracting party will in any case be obliged to pay the invoice price, unless otherwise agreed in writing between the parties.

Article 5 - Delivery

1. Van Woerden will endeavour to deliver the products on the delivery date specified in the order confirmation.
2. The products are sold and delivered at the place where the products are loaded onto the first means of transport, unless otherwise agreed in writing by the parties. The contracting party chooses a carrier and pays the costs related to shipment. After dispatch, the products will be at the expense and risk of the contracting party.
3. The contracting party is obliged to accept the products purchased by it at the agreed place(s) and times.
4. If the contracting party fails to accept the products on the agreed delivery date, the products will be at the expense and risk of the contracting party from the agreed time the products are made available.
5. If the products are not accepted by the contracting party at the agreed time of delivery, Van Woerden will be entitled to store, sell or destroy the products or to have them stored, sold or destroyed at the expense and risk of the contracting party. The costs of transport, storage, sale or destruction are borne by the contracting party.
6. The delivery date agreed upon by the parties is indicative and will not be fatal. Van Woerden is not liable for damage caused by exceeding the agreed deadlines. The contracting party must give Van Woerden a written notice of default in the event of late delivery and grant Van Woerden a reasonable period of time to deliver the products at a later stage.
7. Van Woerden is authorised to deliver the products in parts and to invoice each part separately.

Article 6 - Payment

1. The contracting party must make payment within fourteen (14) days of the invoice date by transfer to a bank account specified by Van Woerden, unless otherwise agreed in writing.
2. The contracting party is not authorised to suspend payment or to deduct or offset amounts for any reason whatsoever.
3. After the payment term has expired, the contracting party will be in default by operation of law, without a notice of default being required.
4. If payment by instalments has been agreed, the contracting party will be in default if any instalment is not paid on time, without a notice of default being required, and the remaining instalments will be payable on demand.
5. As soon as the contracting party is in default, it is obliged to pay statutory (commercial) interest to Van Woerden.
6. As soon as the contracting party is in default, Van Woerden has the right to take extrajudicial action to recover the debt without further notice. The contracting party is obliged to reimburse all the costs involved in this. The extrajudicial collection costs are calculated in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act and the associated Decree.
7. All payments by the contracting party, regardless of any communications by it, will first be deducted from the extrajudicial collection costs due at that time, then from the interest due at that time, and finally from the oldest invoice amount due at that time.
8. Van Woerden reserves the right to suspend the performance of the agreements with the contracting party, including but not limited to suspending all deliveries, until all overdue payments by the contracting party have been made to Van Woerden.
9. If data, including but not limited to weight, needs to be passed on for preparing the invoice by the contracting party, the contracting party will ensure that this data is provided within 2 days of Van Woerden's request, failing which Van Woerden is entitled, at its discretion, to make the invoice payable based on estimated data or to have the contracting party pay a penalty of €100 per day.

Article 7 - Complaints

1. The products to be delivered are perishable and their shelf life and quality after delivery is largely dependent on the method of transport and/or storage. The contracting party must inspect the products upon delivery. In doing so, the contracting party must verify on the day of delivery, whether the correct items have been delivered, the correct quantities have been delivered, and whether the agreed quality has been delivered.
2. The contracting party must notify Van Woerden in writing of any defects or shortcomings at least within 1 day after delivery of the products.
3. The written notification must contain information about the order, the basis for the complaint, as well as supporting evidence (photos, expert reports, etc.) so that Van Woerden or an external expert can verify these complaints. The contracting party must keep records of the use and the status of the products. Van Woerden is entitled to inspect, test or verify the relevant products, and the contracting party will unconditionally cooperate in this matter at its own expense.
4. In no circumstance is the contracting party authorised to return the products delivered by Van Woerden, except after written permission from Van Woerden and compliance with any further conditions set by Van Woerden.
5. If Van Woerden does not receive a written complaint about the product within the specified period, the contracting party is deemed to have accepted the product. The contracting party waives all claims not reported in writing within the specified period and accepts all responsibility for any damage and losses incurred.
6. Pursuant to this article, Van Woerden's liability is limited to replacing the relevant product or - if applicable - delivering the correct quantity, or, at the option of Van Woerden, crediting the contracting party for the products.

Article 8 - Force Majeure

1. In the event of force majeure, Van Woerden has the right, without any judicial intervention, to suspend the performance of the agreement in whole or in part until the circumstance causing the force majeure no longer exists, or to dissolve the agreement in whole or in part. In no case will Van Woerden be liable for any compensation to the contracting party.
2. Force majeure means: any circumstance that Van Woerden could not reasonably have foreseen, on which Van Woerden has no influence or which is reasonably beyond Van Woerden's control. In any case, force majeure includes war, danger of war, civil war, riots, flood emergencies, water damage, fire, transport issues, unforeseen technical complications, business interruptions, strikes at Van Woerden or its suppliers and third parties, blockades, import and export bans, total or partial seizure or requisition of stocks at Van Woerden or its suppliers by civil or military authorities, lack of transport capacity, withdrawal of certification, non-delivery or late delivery by Van Woerden's suppliers, machine breakdowns, destructions and other disruptions in the businesses of Van Woerden or its suppliers, as well as a scarcity that makes delivery completely or temporarily impossible or difficult.
3. Force majeure also includes any circumstance giving rise to invoking the usual harvest and processing reservation. Such circumstances give Van Woerden the authority, if it does not exercise its authority under the first paragraph of this Article, to deliver a pro rata quantity to the contracting party to meet its obligation.

Article 9 - Liability and Indemnification

1. The contracting party is liable for all damage, of any kind, caused by it, its employees or auxiliary persons engaged by it, to persons and/or property of Van Woerden and/or service providers engaged by it.
2. Van Woerden excludes any liability towards the contracting party, its employees or auxiliary persons engaged by it, for damage of any kind, including direct and indirect damage, such as consequential damage or trading loss, except for liability for damage caused by intent or gross negligence of Van Woerden.
3. Notwithstanding the provisions of paragraph 2 of this Article, in all cases where Van Woerden, all those working there and/or the auxiliary persons engaged by Van Woerden, is/are obliged to pay compensation, this compensation will never exceed the invoice value of the products delivered (excluding VAT) by which or in connection with which damage was caused. If the damage is covered by Van Woerden's insurance, the compensation will never exceed the amount to be actually paid out by the insurer in the relevant case.
4. The contracting party indemnifies Van Woerden, its employees and the auxiliary persons engaged by Van Woerden, against any third-party claims arising from or in any way related to the sale or delivery of products by Van Woerden to the contracting party, including claims based on (an infringement of) intellectual property rights, i.e. plant breeders' rights, and liability arising from a defect in any delivered product.
5. Van Woerden is not liable for damage, including trading loss on the part of the contracting party and/or third parties due to the non-availability or late availability of products, a certain type of packing, unless in the case of intent or gross negligence. The contracting party takes this into account in its dealings with third parties and indemnifies Van Woerden against third-party claims regarding the above-mentioned (causes of) damage.
6. If the contracting party, or a third party to whom the contracting party has resold the products delivered by Van Woerden, carries out or has carried out a product recall, Van Woerden can only be held liable for (part of) the costs associated with the recall if: i) it is established that Van Woerden is liable for the circumstance that led to the product recall, and ii) Van Woerden has been consulted and has been given a say before the product recall was carried out, and iii) it is established that the contracting party acted as a reasonably acting and reasonably competent peer and has tried to keep the costs associated with the recall as limited as possible.

Article 10 - Default, Suspension and Termination of the Agreement

1. As soon as a party is in default, and remains in default, the other party is authorised to suspend the performance of all obligations and, if desired, to terminate the agreement by means of an extrajudicial declaration without any compensation being due.
2. As soon as a party is declared bankrupt, liquidated or is granted a moratorium, the other party is authorised to suspend the performance of all obligations towards that party and, if desired, to terminate the agreement by means of an extrajudicial declaration without any compensation being due by the terminating party. The above is without prejudice to the right of the suspending or terminating party to claim full compensation.

Article 11 - Personal Data

Van Woerden must have personal data in order to provide services. All personal data provided by the contracting party is processed by Van Woerden solely for the purpose of concluding and performing agreements. Any limitations of the internet in view of personal data protection are beyond Van Woerden's control and cannot be attributed to it.

Article 12 - Final Provisions

1. These general terms and conditions replace any previous versions thereof and apply to all agreements concluded after the date the general terms and conditions were published on Van Woerden's website.

2. The contracting party is not entitled to transfer its rights and obligations under the agreement to third parties without the prior written consent of Van Woerden.
3. The contracting party agrees that Van Woerden may transfer its rights and obligations under the agreement to third parties at any time.

Article 13 - Disputes

The court in Van Woerden's place of business has exclusive jurisdiction to hear disputes. Nonetheless, Van Woerden reserves the right to submit the dispute to the court which has jurisdiction according to the law.

Article 14 - Applicable Law

These general terms and conditions and the agreement are exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

PROVISION OF SERVICES

Article 15 - General

In addition to the general provisions – Articles 1 to 14 – Articles 15 to 17 apply insofar as the relationship between Van Woerden and the contracting party concerns services to be provided by Van Woerden to the contracting party. In the event of a conflict with other articles of the general terms and conditions, Articles 15 to 17 will prevail.

Article 16 - Risks and Insurance

1. All services provided, including but not limited to storage, processing, and/or handling of products, are at the expense and risk of the contracting party.
2. Van Woerden is never obliged to take out insurance for the products entrusted to it. The contracting party must adequately insure itself against any risks that may affect the products during the provision of the services.

Article 17 - Taking back Products

1. The contracting party is obliged to take back the products entrusted to Van Woerden for the provision of the services at the agreed place(s) and times.
2. If the products are not received by the contracting party on the day the products are to be taken back, Van Woerden is entitled to store or destroy the products at the expense and risk of the contracting party. The costs of transport, storage, or destruction are borne by the contracting party.

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