

Article 1 General

1. Agri inter incasso B.V. in Nieuwkoop, the Netherlands, also trading under Ai2 and EKTservice, as well as via the websites www.ai2.nl, www.incasso-online.net, www.EKTservice.nl and www.klokvoorverkoop.nl, hereinafter referred to as Agri inter incasso B.V.
 2. These terms and conditions apply to all offers, quotes and agreements between Agri inter incasso B.V., hereinafter referred to as the "User", and a Client which the User has declared to be subject to these terms and conditions, unless the parties have expressly provided otherwise in writing.
 3. These terms and conditions are also applicable to agreements with the User for the performance of which the User needs to engage third parties.
 4. These general terms and conditions have also been produced for the management and employees of the User.
 5. The applicability of any purchasing conditions or other conditions of the Client is expressly rejected.
 6. If at any time one or more provisions of these general terms and conditions are fully or partially null and void or annulled, the remaining provisions of these general terms and conditions will continue to apply in full. The User and the Client will, in that case, consult each other in order to agree new provisions to replace the null and void or annulled provisions, honouring the purpose and substance of the original provisions insofar as is possible.
 7. Where there is any ambiguity concerning the interpretation of one or more provisions of these general terms and conditions, the provisions will be interpreted in accordance with the spirit of these provision(s).
 8. If a situation arises between the parties which is not provided for in these general terms and conditions, the situation will be assessed in light of the spirit of these general terms and conditions.
 9. If the User does not always require strict compliance with these terms and conditions, this does not mean that the provisions are not applicable or that the User to any extent loses the right to require strict compliance with the provisions of these terms and conditions in other cases.
3. The User will perform the agreement to the best of its knowledge and ability, in accordance with the requirements of best practice and based on the state of the art at that time.
 4. The User is entitled to arrange for certain work to be performed by third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.
 5. The User is entitled to perform the agreement in various phases and to invoice parts of the agreement performed as such individually.
 6. If the agreement is performed in phases, the User can suspend the performance of those parts of the agreement belonging to a later phase until the Client has given written approval for the results of the preceding phase.
 7. The Client will provide the User in a timely manner with all information the User has specified as necessary or the Client should reasonably understand to be necessary for the performance of the agreement. If the information needed for the performance of the agreement is not provided in time to the User, the User has the right to suspend the performance of the agreement and/or charge the extra costs resulting from the delay to the Client at the usual rates. The period for performance will not commence before the Client has made the information available to the User. The User will not be liable for any losses, of any nature whatsoever, arising from the User having acted on incorrect and/or incomplete information supplied by or on behalf of the Client.
 8. If, during the performance of the agreement, it becomes apparent that it will be necessary to amend or supplement the agreement in order to facilitate its proper performance, the parties will consult each other in a timely fashion in order to agree on amending the agreement. If the nature, scope or content of the agreement is amended, whether or not at the request or instruction of the Client, competent authorities, etc., thereby leading to a quantitative and/or qualitative amendment to the agreement, this may also affect the provisions originally agreed. As a result, the originally agreed price may be increased or reduced. Where possible the User will give a price quote in advance. As a result of an amendment to the agreement, the originally specified period for performance may also be changed. The Client accepts the possibility that the agreement may be amended, including the provisions stipulating the price and the period for performance.
 9. If the agreement is amended or supplemented, the User will be entitled not to perform the amended agreement until approval has been given by the authorised person on the part of the User and the Client has approved the price quoted and other terms specified for performance, including the time at which the agreement will be performed. Failure to perform the amended agreement or to perform it immediately will not constitute breach of contract by the User and will not justify termination or cancellation of the agreement by the Client.
 10. The User may refuse a request for the amendment of the agreement without being in default if the requested amendment would have quantitative and/or qualitative consequences for, for instance, the work to be performed or the services to be delivered.
 11. If the Client defaults in the proper performance of its obligations to the User, the Client will be liable for all losses incurred on the part of the User either directly or indirectly.
 12. If the User agrees a fixed fee or fixed price with the Client, the User will nevertheless be entitled to increase that fee or price at any time without the Client then being entitled to terminate the agreement on that basis if the price increase arises from an entitlement or obligation pursuant to law or regulations or is caused by an increase in the price of raw materials, wages, etc. or by other factors that were not reasonably foreseeable at the time when the agreement was concluded.
 13. If a price increase otherwise than as a consequence of an amendment to the agreement amounts to more than 25% and takes place within three (3) months after the agreement is concluded, the Client will only be entitled to terminate the agreement by means of a written declaration if it can invoke Part 6.5.3 of the Dutch Civil Code, unless
 - the User is then willing to perform the agreement on the basis of its original provisions;
 - the price increase arises from an entitlement or an obligation of the User pursuant to law;

Article 2 Quotes and offers

1. All offers and quotes by the User are free of obligation unless a period for acceptance is stated in the quote. If no period of acceptance is stated no right can be derived from the offer or quote if the product to which the offer or quote relates becomes unavailable in the meantime.
2. The User cannot be bound by its offers or quotes if the Client can reasonably understand that the offers or quotes or part thereof contain(s) a manifest mistake or clerical error.
3. The prices specified in an offer or quote are exclusive of VAT and other government levies, as well as any costs to be incurred under the agreement, including travel, accommodation, shipping and administrative costs, unless stated otherwise.
4. If the acceptance deviates from the content of the offer or quote, whether in terms of minor points or otherwise, the User will not be bound thereto. In that case, the agreement will not be concluded in accordance with such acceptance, unless the User indicates otherwise.
5. The quoting of a price for a number of items will not oblige the User to fulfil a portion of the order at a corresponding portion of the quoted price. Offers and quotations do not apply automatically to future orders and services.

Article 3 Duration of contract; delivery periods, risk transfer, performance and amendment of agreement; price increase

1. The agreement between the User and the Client is entered into for an indefinite period, unless the nature of the agreement implies otherwise or the parties expressly agree otherwise in writing.
2. If a period is agreed or specified for the completion of particular work or the delivery of particular goods and/or services, such period will never constitute a strict deadline. In the event of failure to perform within a period, the Client must therefore issue a written notice of default to the User, in which the User is granted a reasonable period within which to perform the agreement.

- it has been agreed that delivery will take place more than three (3) months after the entering into of the agreement.

Article 4 Suspension, termination and early termination of the agreement

1. The User is entitled to suspend the fulfilment of its obligations or terminate the agreement if the Client fails to fulfil its obligations arising from the agreement or fails to fulfil them in full or in good time, or if circumstances which have come to the knowledge of the User after the agreement was concluded constitute a serious reason to fear that the Client will not fulfil its obligations, or if the Client has been requested to provide security for the fulfilment of the obligations arising from the agreement when the agreement was concluded and this security is not provided, or is insufficient or if, because of a delay on the part of the Client the User can no longer be expected to perform the agreement under the terms and conditions that were originally agreed.
2. The User will also be entitled to terminate the agreement if circumstances arise of such a nature that performance of the agreement is impossible or if other circumstances arise that are of such a nature that the continuation of the agreement in unamended form cannot reasonably be expected of the User.
3. If the agreement is terminated, amounts owed to the User by the Client will become payable immediately. The User will retain its rights under the law and the agreement if it suspends fulfilment of its obligations.
4. In the event of suspension or termination by the User, the User will not be bound to pay compensation for any losses or costs that may arise in any way whatsoever as a result.
5. If the termination is attributable to the Client, the User will be entitled to compensation of the losses, including costs, that arise directly and indirectly as a result.
6. If the Client does not fulfil its obligations under the agreement and that non-fulfilment justifies termination, the User will be entitled to terminate the agreement forthwith and with immediate effect without any obligation on its part to pay compensation or damages, whereas the Client will be obliged to pay compensation or damages for breach of contract.
7. If the agreement is terminated early by the User, the User will arrange, in consultation with the Client, for any work yet to be performed to be assigned to third parties. This will apply unless the termination is attributable to the Client. If the User incurs extra costs for the assignment of the work to third parties, these costs will be charged to the Client. The Client will be obliged to pay those costs within the specified period unless the User indicates otherwise.
8. In the event of liquidation, (a petition for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment has not been lifted within three (3) months - with regard to the Client, or in the event of debt rescheduling or another circumstance as a result of which the Client can no longer freely dispose of its assets, the User will be free to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or damages.

Article 5 Force majeure

1. The User will not be obliged to fulfil any obligation towards the Client if prevented from doing so as a result of a circumstance that is not attributable to the User and is not deemed to be for the User's account pursuant to the law, a juridical act or generally accepted principles.
2. In the context of these general terms and conditions, force majeure is understood to mean, in addition to its meaning according to statute and case law, all foreseen or unforeseen external factors over which the User is unable to exercise any influence but which result in the User being unable to fulfil its obligations. This includes strikes at the User's business or the businesses of third parties. The User is also entitled to invoke force majeure if the circumstance that prevents performance or further performance of the agreement arises after the User ought to have fulfilled its obligation.
3. During the period in which force majeure persists, the User can suspend its obligations under the agreement. If this period exceeds two (2) months, each of the parties will be entitled to terminate the

agreement, without being under any obligation to compensate the losses of the other party.

4. Insofar as the User has partially fulfilled or will be able to partially fulfil its obligations under the agreement at the time when the force majeure arises and the partial fulfilment is independently of value, the User will be entitled to invoice separately for the partial fulfilment that has taken place or will take place. The Client will be obliged to pay this invoice as if a separate agreement were in place.

Article 6 Payment and collection costs

1. All costs for services procured will be collected from the Client by direct debit. In the event of payment upon invoicing the payment will be due within 14 (fourteen) days of the invoice date, in the manner specified by the User and in the currency in which the invoice is denominated, unless the User states otherwise in writing. The User is entitled to send periodic invoices.
2. If the Client fails to make timely payment of an invoice, including the inability to collect the amounts due by direct debit because of blocking, deficit or reversal, the Client will be in default by operation of law. The Client will then be liable to pay interest of 1% per month unless the statutory interest rate is higher, in which case the statutory interest will be payable. The interest on the amount due will be calculated from the time that the Client is in default until the time at which full payment of the amount due is made.
3. The User will be entitled to deduct the payments made by the Client initially from the costs, then from the accumulated interest and finally from the principal sum and the accruing interest. The User may, without being in default, refuse an offer of payment if the Client indicates a different order for the apportionment of the payment. The User may refuse full repayment of the principal sum if the accumulated and accruing interest and collection costs are not also covered.
4. The Client will never be entitled to set off the amount due to the User against other sums. Objections against the amount of an invoice will not suspend the obligation to make payment. The Client will not be entitled to suspend payment of an invoice for any other reason if the Client is unable to invoke Part 6.5.3 (Sections 231 to 247) of the Dutch Civil Code.
5. If the Client is in default or fails to fulfil any of its obligations (in a timely manner), all reasonable costs incurred in order to obtain fulfilment out of court shall be for account of the Client. The extrajudicial costs will be calculated based on what is customary in Dutch debt collection practice, which is currently the method of calculation in accordance with the Voorwerk II report. However, if the User incurs higher collection costs and those higher costs were reasonably necessary, the costs actually incurred will qualify for reimbursement. Any court costs and enforcement costs will also be recovered from the Client. The Client will also owe interest on the collection costs incurred.

Article 7 Retention of title

1. All goods delivered by the User in the context of the agreement remain the property of the User until the Client has properly fulfilled all obligations under the agreement(s) concluded with the User.
2. Goods delivered by the User and subject to retention of title pursuant to paragraph 1 may not be sold on to third parties and may never be used as a means of payment. The Client is not entitled to pledge the goods subject to retention of title or to encumber them in any other way.
3. The Client shall always do all that which can reasonably be expected of it to safeguard the User's property rights. The Client is obliged to inform the User immediately if third parties attach goods delivered under retention of title or wish to establish or enforce rights in respect of such goods. Insofar as necessary the Client hereby undertakes to co-operate with the User in all that which may be or prove to be necessary or desirable in that respect.
4. In the event that the User wishes to exercise the property rights referred to in this article, the Client hereby unconditionally and irrevocably authorises the User and third parties designated by the User to access those locations where the User's property is located and to recover such goods.

Article 8 Warranties, inspection/investigation and complaints, prescription period

1. The goods to be supplied by the User comply with the customary requirements and standards that may reasonably apply to them at the time of delivery and for their normal intended use in the Netherlands.
2. Any form of warranty will expire if a defect is caused by or arises from incompetent or improper use by the Client and/or by third parties, if the Client or a third party has made changes or attempted to make changes to the good without the written permission of the User, or if the good has been processed or treated in a manner other than was prescribed. The Client will not be able to make any claim under a warranty if the defect arises from or is caused by circumstances beyond the control of the User, including power failure (for example due to extreme rainfall or temperatures) and such like.
3. The Client is obliged to inspect (or arrange for the inspection of) the goods delivered or the services rendered immediately upon their having been made available to the Client or having been rendered respectively. In doing so the Client must inspect whether the quantity and/or quality corresponds with what was agreed and meets the requirements that the parties have agreed in this respect. Any visible defects must be reported to the User in writing within 7 (seven) days after delivery/provision. Any defects that are not visible must be reported to the User in writing without delay and in any case no later than 14 (fourteen) days after discovery thereof. The report must include as detailed a description of the defect as possible, so that the User is able to respond appropriately. The Client will give the User the opportunity to investigate a complaint or to arrange for it to be investigated.
4. If the Client lodges a complaint in a timely fashion this will not suspend its payment obligation. In that case the Client will remain obliged to accept and pay for the other services procured and goods ordered.
5. If a defect is reported later, the Client will no longer be entitled to any repair, replacement or compensation.
6. If it has been established that a good is defective and a timely complaint has been lodged in this respect, the User will, at its own discretion, within a reasonable period after it has been returned or, if return is not reasonably possible, after written notification of the defect by the Client, either arrange for a repair or make a payment to the Client in lieu thereof.
7. If it is established that a complaint is unfounded the full costs that arise for the User, including the investigation costs, will be for the account of the Client.
8. In deviation from the statutory prescription periods, all claims and defences against the User and the third parties engaged by the User for the performance of the agreement will expire by prescription after one year.

Article 9 Liability

1. In cases where the User is liable, its liability will be limited as stipulated in this provision.
2. The User will not be liable for any losses, of any nature whatsoever, arising from the User having acted on incorrect and/or incomplete information supplied by or on behalf of the Client.
3. If the User is liable for any losses, its liability will be limited to a maximum of twice the invoice amount for the services rendered, at any rate the services rendered to which the liability relates.
4. The liability of the User will never exceed the amount paid out by its insurer in any such case.
5. The User is liable only for direct losses.
6. Direct losses are understood to mean only the following: reasonable costs for establishing the cause and extent of losses, insofar as this relates to losses within the meaning of these terms and conditions; any reasonable costs incurred to ensure that the User's defective performance complies with the agreement insofar as this is attributable to the User; and reasonable costs incurred to avoid or limit losses, insofar as the Client demonstrates that these costs have led to a limitation of the direct losses within the meaning of these general terms and conditions. The User will never be liable for indirect losses, including consequential losses, loss of profit, lost savings and losses due to business interruption.

7. The limitations of liability stipulated in this article do not apply if the losses are attributable to deliberate intent or gross negligence on the part of the User or its management/employees.

Article 10 Indemnification

1. The Client indemnifies the User against any and all claims by third parties that incur losses in connection with the performance of the agreement, the cause of which is attributable to a party other than the User. If the User is challenged by third parties in this connection, the Client will be obliged to assist the User both in and out of court and to immediately do everything that may be expected of it in such case. If the Client should fail to take proper steps, the User will be entitled to do so itself without notice of default being required. All costs and losses incurred by the User and third parties as a result will then be fully for the account and risk of the Client.

Article 11 Intellectual property

1. The User retains the rights and entitlements accruing to it under the Dutch Copyright Act and other laws and regulations on intellectual property. The User is entitled to use the know-how it acquires in the performance of an agreement for other purposes insofar as no strictly confidential information of the Client is revealed to third parties.

Article 12 Applicable law and disputes

1. Dutch law shall apply exclusively to all legal relationships to which the User is party, even if an obligation is fulfilled partly or entirely abroad or if the party involved in the legal relationship is domiciled in another country. The applicability of the Vienna Sales Convention is excluded.
2. The court in the User's place of business will have exclusive jurisdiction to take cognizance of disputes, unless the law stipulates otherwise in a manner that permits no derogation. Nevertheless the User will be entitled to submit the dispute to the court that has jurisdiction according to the law.
3. The parties will not involve the courts until they have made their best efforts to resolve a dispute by mutual agreement.

Article 13 Filing of and amendments to the terms and conditions

1. These terms and conditions have been filed with the Chamber of Commerce in Utrecht.
2. The version filed most recently or the version which applied at the time that the legal relationship with the User was established will be applicable.
3. The Dutch-language version of the general terms and conditions will always be decisive in matters of interpretation.