

General Terms & Conditions Teal Agro Technologies BV – PART A

‘PART A’ Is applicable to goods, such as organic seed treatment-,(organic)coating materials and services in all offers and contracts entered into Teal Agro Technologies BV and her affiliates, with the buyer.

PART A:

Definitions (in these terms and conditions of sale):

“Buyer” means the person who accepts Teal Agro Technologies BV quotation for the sale of Goods & Services or whose order for Goods & Services is accepted by Teal Agro Technologies BV.

“Contract” means a contract for the sale and purchase of Goods & Services between the Buyer and Teal Agro Technologies BV listed above who supplies the Goods & Services to Buyer.

“Terms” means the standard terms and conditions of sale as set out in this document and any other special terms agreed in writing in a Contract between the Buyer and Teal Agro Technologies BV to the exclusion of all other terms or conditions.

“Goods” means goods, such as organic seed treatment-,(organic)coating materials and services to be supplied to the Buyer under a Contract.

“Seeds” means Seeds supplied by Buyer on which Services are performed.

“Services” means services such as but not limited to (organic)seed treatment, seed enhancement, seed encrustment to be supplied to the Buyer under a Contract.

Applicability of the terms and conditions:

The present terms and conditions shall be applicable to all offers and contracts entered into Teal Agro Technologies BV and her affiliates, with the buyer.

Contract negotiations:

1. Teal Agro Technologies BV may cease negotiations on any contracts still to be concluded at any desired moment.
2. In the event of discontinued negotiations the buyer shall never be able to demand that the negotiations be continued or that a compensation has to be paid by Teal Agro Technologies BV in respect of any costs that may have been incurred and/or any loss that may have been suffered or may still be suffered, irrespective of the nature of such loss.

Offers/formation of contracts:

1. All offers made by Teal Agro Technologies BV shall be without engagement and may at all times be revoked, even if they include a term for acceptance.
2. Offers can solely be accepted in writing; nevertheless, Teal Agro Technologies BV shall have the right to accept verbal acceptances as if they had taken place in writing.

3. If the buyer accepts an offer, Teal Agro Technologies BV shall nevertheless be entitled to revoke the offer (orally or) in writing within five days from receipt of the acceptance, in which case no contract shall have been formed between the parties.
4. Unless otherwise stated by Teal Agro Technologies BV, any verbal offers on the part of Teal Agro Technologies BV shall lapse automatically if they have not been accepted in writing by the buyer within seven days.
5. Unless otherwise stated by Teal Agro Technologies BV, written offers shall lapse automatically if they have not been accepted by the buyer in writing within seven days.

Authority:

Verbal orders, agreements and conditions shall solely be binding upon Teal Agro Technologies BV after and in as much as they have been confirmed in writing by the management or a person duly authorized by the management in writing for this purpose.

Notices, communications, etc.

1. Unless otherwise provided, all notices and communications concerning the (performance of the) contract shall take place in writing.
2. Any demands for compliance and any notices of default shall be made/given by registered letter and shall clearly indicate the precise details of the requirement and the period within which such requirement should be complied with.
3. The provisions of the second paragraph shall also be applicable to any other periods that may be laid down and to all cases in which the setting aside of the contract is invoked. Any invocation of the setting aside of the contract shall clearly state the underlying grounds.

General information:

All information whether contained in Teal Agro Technologies BV's literature or given by her staff is for general guidance only. Variation in local or climatic conditions can render such information inaccurate. Buyers are therefore advised that any such information given to them does not constitute a representation by Teal Agro Technologies BV as to these matters and should not be relied on as such.

Therefore advises Teal Agro Technologies BV the receiver of products/materials to perform all tests/field trails etc. needed to prevent any claims of third parties.

Performance/guarantee:

1. Teal Agro Technologies BV shall deliver a performance which conforms to the contract and shall guarantee any quality requirements that may reasonable be made in respect thereof, taking into account the nature of the performance.
2. Unless otherwise agreed in writing, Teal Agro Technologies BV shall, in the execution of a service or order agreed upon, be under no obligation with respect to the results but only with respect to his endeavors. In the execution, Teal Agro Technologies BV shall always use his best endeavors.

Prices:

1. Prices are based on the latest price-list or quotation, order, order confirmation or as set out in a contract. Teal Agro Technologies BV is entitled to amend the prices at any given time.
2. Teal Agro Technologies BV shall be entitled to adjust any prices or parts thereof for goods or services that have not yet been delivered an/or paid for to any changes which have taken place in any price-determinative factors, such as the prices of raw materials, wages, exchange rates, if three months have passed since the formation of the contract.
3. All prices are exclusive local taxes which are the sole responsibility of the Buyer.

Carriage & Packing:

1. Prices are, unless otherwise stated, ex works and exclusive of bulk packing unless otherwise agreed.
2. If requested, Teal Agro Technologies BV will arrange transport and recharge this to the Buyer at cost price.
3. Teal Agro Technologies BV will charge for repacking any seeds supplied by Buyer and the packing material used. If buyer delivers their own packing material Teal Agro Technologies BV will charge for the additional labor costs only.

Payment:

1. Payment terms are strictly 30 days from the date of invoice for approved credit account customers.
2. All payments due by the buyer must have been received by Teal Agro Technologies BV in cash or by crediting to one of his accounts (whether or not specified in further detail) within one month from the invoice date.
3. Interest on late payments will be payable from the point at which the debt becomes overdue and will be charged at a rate 1% point per month above the prevailing bank rate in force at that time in the country in which Teal Agro Technologies BV is based.

4. In the event of non-payment by the due date, TeAL Agro Technologies BV reserves the right to withhold deliveries or suspend services until all and any overdue payments due from the buyer under any contract with TeAL Agro Technologies BV have been received.

Ownership and risk, damage or loss in transit:

1. Until paid for in full, all goods supplied by TeAL Agro Technologies BV remain TeAL Agro Technologies BV property.
2. Risk of loss or damage passes to the buyer on delivery of the goods. Delivery occurs when the goods are loaded onto the delivery vehicle at TeAL Agro Technologies BV.
3. Risk of loss or damage remains with the buyer at all times for any seeds (or other goods or packaging) supplied free issue to TeAL Agro Technologies BV for (organic) coating, enhancement or any other purpose.
4. Goods & Seeds must be inspected on arrival and any obvious damage must be indicated on the delivery note, signed and endorsed. If the damage is not obvious or goods or seeds are lost in transit TeAL Agro Technologies BV must be notified as soon as the buyer becomes aware, the latest within eight days from delivery.
5. The buyer shall, immediately upon the discovery of a failure in the performance delivered by TeAL Agro Technologies BV but at the latest within thirty days from delivery, invoke such a failure in writing towards TeAL Agro Technologies BV, failing which his rights shall automatically become extinct and null and void.

Insurance:

The buyer shall, unless agreed otherwise in writing, insure itself in full against the risk of loss, damage or destruction of the goods, seeds or packing material or labels, e.g. as a result of disease(s), infection, water damage, theft, sabotage, fire, storm, etc. during receipt, storage, treatment, dispatch or delivery.

Force Majeure (non-imputable failure in the performance):

1. Force majeure on the part of TeAL Agro Technologies BV shall in any case be understood to mean:
 - a. Circumstances concerning persons and/or materials that are used or normally used by TeAL Agro Technologies BV in the performance of the contract, which are either of such a nature that the performance of the contract is rendered impossible or which are so honourous and/or disproportional expensive for TeAL Agro Technologies BV that performance of the contract can in all reasonableness no longer, or at least, not immediately be demanded from TeAL Agro Technologies BV.

- b. Strikes
 - c. A general shortage of necessary raw materials and other goods & services required for the realization of the contract.
 - d. The circumstance that a performance which is important for the performance to be delivered by TeaL Agro Technologies BV is not delivered to TeaL Agro Technologies BV or is delivered improperly or late.
 - e. War, war risk, riots, etc.
2. If a situation of force majeure lasts for a period more than four weeks, each party shall be entitled to terminate the contract.
 3. In case of force majeure TeaL Agro Technologies BV shall not be obliged to pay damages.

Limitation of Liability:

1. In the event that any goods or services supplied by TeaL Agro Technologies BV are defective and do not comply with the terms of the contract, TeaL Agro Technologies BV will at its option replace the good & services free of charge the buyer or will refund all payments made to TeaL Agro Technologies BV by the buyer in respect of the defective good or services.
2. Except for personal injury or death or fraud and save as is set out in clause 1 above(Limitation of Liability), TeaL Agro Technologies BV hereby excluded all other liability whatsoever (whether based on breach of contract or negligence or misrepresentation by TeaL Agro Technologies BV, its employees, suppliers, or subcontractors or agents or otherwise) for any loss, expense or damage whether direct or consequential arising in any way whatsoever in connection with any goods & services supplied.
3. In accordance with the established custom of the seed and horticultural trade any express or implied condition or warranty, statutory or otherwise, not expressly stated in these terms is excluded to the fullest extent permitted by law.
4. The liability of TeaL Agro Technologies BV under any contract or based on either tort or any other legal ground shall in all cases be limited to 100% of the net invoice amount of the service or goods concerned with a maximum of Euro. 500.000,00.
5. The buyer shall hold TeaL Agro Technologies BV harmless, insofar as this is permitted by law, in respect of liability towards one or several third parties arising from and/or relating to the performance of the contract, irrespective of whether the damage was caused or done by TeaL Agro Technologies BV or persons whose services were used by TeaL Agro Technologies BV or auxiliary materials or services or goods delivered.

6. The buyer shall also hold Teal Agro Technologies BV harmless, insofar as this is permitted by law, in respect of any liability towards third parties concerning any defect in the goods or services delivered by Teal Agro Technologies BV.
7. The buyer shall always be obliged to perform all necessary tests/field trials etc. needed to prevent any claims/damage of third parties.
8. In his relationship with the buyer Teal Agro Technologies BV shall never be obliged to pay an amount in compensation to one or several third parties, which is higher than the maximum amount for which Teal Agro Technologies BV is or would be liable under the fourth paragraph of the article Limitation of Liability.
9. All the employees of Teal Agro Technologies BV as well as all the persons whose services were used by Teal Agro Technologies BV shall be able to invoke the above provisions towards the buyer and, if necessary, towards any third parties on the same basis as Teal Agro Technologies BV

Costs:

1. The buyer shall be obliged to pay any (extra-judicial) costs, which have been incurred by Teal Agro Technologies BV concerning the fact that the buyer failed to perform his obligations in time and in a proper manner.
2. In the event, of late payment the compensation due by the buyer on account of extra-judicial costs shall be at least equal to 15% of the amount payable by the buyer.
3. If, in spite of the provisions of the first paragraph, the Court or an arbitrator/adviser giving a binding advise, should condemn the buyer to pay costs in an amount which is lower than the actual (extra-) judicial costs, Teal Agro Technologies BV shall still be entitled to claim the difference from the buyer.

Extinction of rights:

1. The buyer shall enforce his rights resulting from the contract within a year after they have arisen by instituting legal proceedings, failing which his rights shall automatically become extinct.
2. Teal Agro Technologies BV shall be entitled to prolong the above mentioned period if required.

Applicable law:

Each and every juridical relationship between Teal Agro Technologies BV and the buyer shall be governed by Dutch law.

Disputes:

1. All disputes, summary proceedings included, relating to or resulting from these general terms and conditions and/or contracts to which these terms and conditions are applicable shall, to the exclusion of any other Court, be submitted to the competent Court in Amsterdam for its decision.
2. TeaL Agro Technologies BV shall, however, remain entitled to bring a case before the Court that would have jurisdiction under the statutory rules.

Confidentiality:

1. The content of these terms and a contract is confidential to the parties involved and shall not be disclosed to a third party without the written consent of the other party.
2. Each party undertakes to the other that it will keep secret and will not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any confidential information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with these terms or a contract.
3. The obligations of confidentiality in this clause Confidentiality shall not extend to any information or matter which either party can show.
 - a. Is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these terms;
 - b. Was in its written records prior to the commencement of these terms;
 - c. Was independently disclosed to it by a third party entitled to disclose the same;
 - d. Is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction; or
 - e. Is required to be disclosed to enable TeaL Agro Technologies BV to verify that the information being provided by the buyer or the good & services that the buyer is requesting that TeaL Agro Technologies BV supplies, do not infringe the intellectual property rights of a third party.

Acceptance of Terms:

The giving or sending of an order to Teal Agro Technologies BV constitutes acceptance of these terms by the buyer who, if they do not accept these terms must return the goods forthwith or instruct Teal Agro Technologies BV not to carry out the services. These terms are expressly incorporated into the contract and together form the entire agreement between Teal Agro Technologies BV and the buyer. No other express or implied terms, conditions, representations or past custom and practice apply, including any terms which may appear on buyers purchase order. In the event of any ambiguity or inconsistency between these terms and any other in a contract these terms shall prevail.

Third parties:

Neither these terms, nor any contract is intended to create any rights for third parties.