

Short terms of Green Mushroom Farm B.V.

Article 1 : Applicability

1. Unless expressly otherwise agreed, only the following terms and conditions shall apply to all agreements Green Mushroom Farm B.V. concludes with third parties. Hereinafter referred to as **the buyer**.
2. The agreements referred to in paragraph 1 shall include purchase agreements, contracts of sale ,commission agreements and related agreements.
3. Any stipulations that deviate from these terms and conditions shall only be binding if they have been agreed in writing.

Article 2 : Offer, Prices

1. All our contracts of sale shall be deemed to have been concluded in the town where Green Mushroom Farm B.V. (De Lier) has its registered office, as regards both implementation and payment. All our prices shall be quoted in Euro or British Pounds.
2. We shall not be obliged to satisfy an agreement at a price which is obviously based on a typing or writing error.
3. Unless expressly otherwise agreed by the parties, prices stated shall be exclusive of turnover tax (VAT).
4. Each offer shall be entirely free of engagement. The agreement shall be deemed to have been fully concluded unless Green Mushroom Farm B.V. announces immediately after acceptance that it revokes the offer.
5. Agreed prices are based on the cost factors applying at the time when the contract is entered into. In the event of price increases by our suppliers and other changes in the factors determining our prices, we reserve the right to make a proportionate increase in the price charged to the buyer.

Article 3 : Place and Terms of delivery

1. Delivery shall be made ex warehouse.
2. If it is agreed that transport is taken care of or on behalf of Green Mushroom Farm B.V. receipt shall be deemed to take place at the moment of delivery at the agreed place.
3. If the goods are stored for the buyer by or on behalf of Green Mushroom Farm B.V. at Green Mushroom Farm B.V. premises or at premises of third parties, delivery shall be deemed to be made at the moment when te goods are stored.
4. Any delays in delivery, in so far as these remain within reasonable limits, shall not entitle the buyer to dissolve the agreement.

Article 4 : Risk

From the moment the goods have been delivered, they shall be at buyer's risk, and if the buyer fails to cooperate in the delivery, they shall be at buyer's risk from the moment when the buyer refuses to cooperate.

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Article 5 : Quantity delivered

1. The rights issuing from the seller's order to its supplier, which by its nature precedes the delivery to the buyer, may be transferred to third parties.
2. Accordingly, the purchased goods in question may be delivered normally to the buyer by a third party who had acquired the rights issuing from the order from the seller, instead of by the original seller.
3. We may at our discretion send out part deliveries.
4. Delivery times quoted are to be regarded as targets.
5. If the goods are not delivered on the date quoted, we are entitled to a subsequent delivery period of two days. This period commences on the date of receipt of a registered warning letter from the buyer.
6. The quantity delivered – as regards number, weight and requirements under public and private law – shall be deemed to be in accordance with what has been agreed or prescribed, barring proof to the contrary to be furnished by the buyer.

Article 6 : Retention of title

1. As stated in article 8 paragraph 4, the buyer is entitled to lodge a complaint within 12 hours after delivery. As soon as this time window is closed, all delivered goods will become full property of the buyer.
2. In case the buyer lodge a complaint, Green Mushroom Farm has the right to remove any goods delivered for which the retention of title is claimed pursuant to paragraph 1 from the buyer's premises or from the premises of third parties keeping the goods on the buyer's behalf.
3. Goods delivered by Green Mushroom Farm B.V. for which the retention of title is claimed pursuant to paragraph 1 may only be sold on within the framework of the buyer's normal conduct of business.
4. If third parties wish to encumber the goods delivered subject to retention of title with any right or if they wish to exercise such right, the buyer shall be obliged to inform Green Mushroom Farm B.V. thereof as soon as may reasonably be expected.
5. The buyer undertakes to cooperate within reasonable limits, in all measures which Green Mushroom Farm B.V. wishes to take to protect its proprietary rights to the goods delivered.

Article 7 : Force Majeure

1. In the event of force majeure the obligation to deliver and other obligations of Green Mushroom Farm B.V. shall be suspended. The obligations shall revive when fulfillment of the obligations is reasonably possible again. Force majeure shall be understood to mean unforeseen circumstances with respect to persons and/or materials employed or usually employed by Green Mushroom Farm B.V. when carrying out the agreement, which are of such a nature that as a result thereof implementation of the agreement becomes impossible or problematic and/or disproportionately expensive to such a degree that it cannot reasonably be required any longer that the agreement be carried out.
2. If Green Mushroom Farm B.V. has already partially fulfilled its obligations when the situation of force majeure arises or can only partially fulfill its obligations, it shall be entitled to send a separate invoice for the goods already delivered and/or the part which can be delivered and the buyer shall be obliged to pay this invoice as if it concerned a separate contract.

Article 8 : Obligations of the buyer

1. When a delivery is made by Green Mushroom Farm B.V. (as referred to in article 3, paragraph 2) the buyer must inspect the goods delivered in the presence of the driver. On that occasion the buyer is to ascertain whether the goods supplied are in accordance with the stipulations of the agreement i.e. : a) whether the correct goods have been delivered. b) whether the goods delivered meet the quality requirements which may be seen for normal use and/or for trade purposes. c) whether the quantity of the goods delivered (number, weight) is in conformity with the agreed quantity. If the difference between the short delivery and the agreed quantity is less than 10% of the total quantity, the buyer shall be obliged to fully accept the goods delivered, in which case the price shall be reduced proportionately.
2. If the goods are delivered in the sales room (as referred to in article 3) the buyer shall immediately inspect the goods in conformity with paragraph 1.
3. If the goods are delivered to a third party who keeps them for the buyer, the buyer shall be obliged to carry out the inspection referred to in paragraph 1 (or to have such inspection carried out) on the day of delivery.
4. If the buyer intends to lodge a complaint he shall notify Green Mushroom Farm B.V. thereof as soon as possible, after the failure is detected or after he could reasonably have detected the failure, but in any case not later than 12 hours after delivery. If this notification was an oral one, it must be confirmed to Green Mushroom Farm B.V. in writing : (fax, letter, mail).
5. For any complaint, evidence must always be demonstrated with digital pictures or by returning of the goods.
6. The shipment must remain present in its entirety and the buyer must give Green Mushroom Farm B.V. the opportunity to inspect the goods.
7. The buyer shall be obliged to take care of the goods as a prudent debtor at all times.
8. If a complaint has been made in good time and the goods supplied are not as agreed, we will at our discretion credit the delivered goods provided that they are returned to us. We are not subject to any obligation and in particular any obligation to pay compensation is excluded.

Article 9 : Liability of Green Mushroom Farm B.V.

Except in case of force majeure Green Mushroom Farm B.V. shall only be liable for loss and/or damage if non-fulfillment or late fulfillment is due to intent or gross negligence on its own part or on the part of its employees, up to an amount not exceeding the invoice amount of the goods. Green Mushroom Farm B.V. shall never be liable for any other loss or damage, regardless of how it is called, other than loss or damage resulting from death or personal injury.

Article 10: Packaging

1. The packaging supplied by Green Mushroom Farm B.V. including pallets, crates and boxes, for which a deposit has been paid shall be taken back at the invoice price applying at the time when the packaging is returned, possibly increased by a fixed packaging fee in accordance with the relevant regulations. The container to be returned must be so clean and fresh that it is suitable for fresh edible horticultural products.
2. When packaging is returned using Green Mushroom Farm B.V. own means of transport the packaging must be sorted and ready for transport.
3. Packaging not delivered through Green Mushroom Farm B.V. shall only be accepted in so far as Green Mushroom Farm B.V. assortment includes the products concerned.

Article 11 : Payment

1. The goods delivered must be paid within two weeks of the date of the invoice relating to the delivery in question, unless this rule is deviated from by means of an agreement in writing.
2. Each payment for outstanding invoices shall be deemed to have been made in settlement of the oldest unpaid items.
3. A set-off against any claim which the buyer has or thinks to have against Green Mushroom Farm B.V. shall not be permitted, unless Green Mushroom Farm B.V. has sent the buyer a credit note or has been ordered by the court to pay the buyer a sum of money.
4. If the period mentioned in paragraph 1 is exceeded the buyer shall owe a default interest of 1% per month, without prejudice to Green Mushroom Farm B.V. right to claim legal compensation.
5. In the event of non-payment of a due and payable sum or suspension of payment, or if any justified doubt regarding the buyer's proper performance of his obligation arises after the finalization of the contract, the buyer will be obliged to pay in advance on first request or to provide security. Failure to comply with these obligations will be regarded as breach of contract and entitles us to dissolve the contract in whole or in part without further notice of default and/or intervention of due courts; further we may also claim damages at least equal to the amount owed to us by the buyer under the contract.

Article 12 : Dissolution and liability of the buyer

1. If the buyer fails to fulfill his obligations set out above (or fails to fulfill them on time) Green Mushroom Farm B.V. shall have the right to suspend further delivery. In that case the buyer shall be in default. Green Mushroom Farm B.V. shall then be entitled to dissolve the agreement without any court intervention by means of a written declaration and the buyer shall be liable for any loss or damage sustained by Green Mushroom Farm B.V. including loss of profits, other financial losses, product damage, costs and interest, transport costs ,commission, legal and non legal expenses, as well as all other costs directly or indirectly relating to the purchase.
2. All non-legal expenses incurred by Green Mushroom Farm B.V. in case of late or inadequate fulfillment by the buyer shall be entirely for account of the buyer. The non-legal expenses incurred by Green Mushroom Farm B.V. shall amount to 15% of the total sum the buyer owes Green Mushroom Farm B.V. up to an amount not exceeding Euro 3.500,00 for collection measures in the Netherlands and Euro 7.000,00 for collection measures outside the Netherlands, with a minimum of Euro 150,00.

Article 13: Disputes

1. Any disputes arising from purchase agreements, contracts of sale and commission agreements concluded with Green Mushroom Farm B.V. including claims relating to overdue payments, shall be settled by the competent court in the town where Green Mushroom Farm B.V. has its registered office, to the exclusion of any other body.
2. Contrary to the provisions of paragraph 1, the parties may agree in writing that any disputes can be settled by another body.