



General sales and delivery conditions of ISA CropCare BV

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1. General conditions

1.1 With due observance of article 1.2 of these General Terms and Conditions, these General Terms and Conditions (hereinafter "GTC") applies to all agreements, quotes and offers, however named and including – already not free of charge - advice, contracted and/or performed by ISA CropCare BV (hereafter "ISA CropCare") These GTC also apply if ISA CropCare engages third parties for the performance of its obligations under the agreement.

2. Force Majeure

If ISA CropCare does not, not in time or on account of circumstances beyond its control, will and/or blame cannot perform properly, this is considered as force majeure for ISA CropCare. ISA CropCare is in that case not liable for the damage caused by failure to comply with the non-compliance, late or improper performance of the agreement.

3. Delivery, investigation obligation and complaint period

3.1.1 At the time of actual delivery of the items by ISA CropCare, the ownership and risk thereof will transfer to the contracting party with due observance of the provisions of article 5.2 GTC.

3.2 With regard to the delivery the following applies:

3.2.1 The Contracting Party must check upon delivery within as short a period as possible whether the delivered goods comply with the agreement. If it concerns an agreement as described in Article 1.2 GTC, then the check must have taken place within 24 hours after delivery.

3.2.2 The contracting party loses the right to invoke that the goods or services do not comply with the agreement, if it does not notify ISA CropCare in writing within seven (7) days after discovering or should have discovered this, within a period of 48 hours.

3.2.3 With due observance of Article 4 GTC, the contracting party in any case loses the right to invoke that the goods or services do not comply with the agreement after a period of one year after delivery or completion of the agreed goods or services.

3.2.4 Unless the parties have agreed otherwise in writing, ISA CropCare is entitled to pay the indebted services in instalments.

3.2.5 Unless the parties have agreed otherwise in writing, a deviating margin of 10% with respect to specified sizes, weights, numbers, colours and such does not count as a shortcoming of ISA CropCare. Shown or provided samples are only indicative.

3.2.6 In the event that ISA CropCare is forced to call in an expert to verify the facts on the basis of a complaint, claim or otherwise, the contracting party will bear the costs of this expert if it appears that the aforementioned complaint, claim or otherwise is unfounded.

4. Warranty

4.1 ISA CropCare only has warranty obligations if they have been agreed upon explicitly and in writing at the conclusion of the agreement and a clear warranty period has been stipulated. The warranty obligations include the following:

4.1.1 During the agreed guarantee period, ISA CropCare guarantees the soundness of the delivered item. If it appears that the delivered items have not been satisfactory, the contracting party must return the goods to ISA CropCare free of charge. Thereafter, ISA CropCare makes the choice whether to repair the case, replace the case or credit the contracting party for a proportionate part of the invoice.

4.2 The contracting party can only invoke the guarantee after having fulfilled all its obligations towards ISA CropCare.

5. Payment

5.1 Payment of the price to ISA CropCare must be made before the due date stated on the invoice, without recourse to debt settlement. The delivery of the goods takes place after the invoice has been paid, as described on the invoice, unless otherwise agreed upon.

5.2 All items delivered by ISA CropCare remain the property of ISA CropCare, until the moment that the contracting party has fully complied with all its payment obligations towards ISA CropCare pursuant to any agreement concluded with ISA CropCare to deliver goods and / or perform activities. and / or services, including claims relating to failures in the fulfilment of the aforementioned agreement.

5.3 If no payment has been made within the agreed due date, the contracting party is legally in default and ISA CropCare has the right to charge the statutory interest plus 3%, with a minimum of 0.8% per month, from the due date, without further notice of default as well as all extrajudicial costs relating to the collection of its claim, the latter costs being deemed to amount to 10% of the sum to be claimed, with a minimum of € 500.00

5.4 ISA CropCare reserves the right to debt settlement at all times.

6. Liability

6.1 ISA CropCare is only liable for direct damage suffered by the contracting party and which is the direct and exclusive consequence of an attributable shortcoming or wrongful act due to intent or gross negligence of ISA CropCare or one of its managerial subordinates.

6.2 ISA CropCare is never liable for (growth) damage to crops or trading loss, including, for example, stagnation damage and lost profit.

6.3 The liability of ISA CropCare is at all times limited to the invoice value of the service or the product that gave rise to the damage with a maximum of EUR 10,000.00 per event or series of events with the same cause.

6.4 Any legal claim for compensation on account of ISA CropCare's liability with regard to defects in delivered goods or services provided shall expire one year after the time of delivery.

7. Dissolution

7.1 If the contracting party imputably fails to comply with its obligations towards ISA CropCare, ISA CropCare is entitled to dissolve the agreement in whole or in part.

7.2 ISA CropCare is also entitled to dissolve the agreement if the contracting party submits an application for suspension of payments or bankruptcy, is declared bankrupt, ceases its business or, by merger, dissolution or otherwise ceases to exist as a legal entity or enters into another legal entity.

8. Purchasing conditions

Purchase conditions of contract parties are not accepted by ISA CropCare and are therefore applicable.

9. Dutch law and competent court

The legal relationship with ISA CropCare is subject to Dutch law. Any disputes arising from or in connection with the aforementioned legal relationship will exclusively be subject to the jurisdiction of the court in The Hague, the Netherlands. Parties can expressly agree that the applicability of the Vienna Sales Convention is excluded by the parties.