

# GENERAL TERMS AND CONDITIONS Q-POINT B.V.



Q-Point B.V. (hereinafter "Q-Point") has its registered office in Naaldwijk and its business office in Wageningen, 6708 PV Agro Business Park 5 (P.O. Box 7001, 6700 CA Wageningen) the Netherlands; Chamber of Commerce No. 27252631, VAT No. NL810.92.42.98B01.

## 1. General

- a. These terms and conditions apply to all offers/quotations of, and agreements with Q-Point.
- b. Any deviation from these terms and conditions applies solely if the parties have expressly agreed in writing.

## 2. Offers/quotations

- a. All offers/quotations - unless expressly agreed otherwise - have a validity of fourteen days, calculated from the date of the offer/quotation.
- b. Agreements become valid only through the written acceptance by the client of the offer/quotation, or through the execution of the offered activities by Q-Point.
- c. The extent of the activities is determined by the specifications in the agreement, and includes the alterations agreed upon with mutual consent at a later stage.

## 3. Prices

- a. The prices quoted by Q-Point do not include value added tax (VAT) or other levies imposed by the authorities.
- b. Prices indicated by Q-Point in catalogues or other promotion materials are not binding. After the agreement has been concluded Q-Point is entitled to increase the prices agreed upon in case of increases in and/or new levies on freight, customs tariffs, the prices of goods and/or raw materials, taxes, wages, social security charges, a decrease in value of the Euro and/or an increase in that of the foreign currency, and any other measures or events which result in a cost increase.
- c. In the case of increases in net prices, the client is entitled to terminate the agreement, provided he informs Q-Point accordingly, in writing, within fourteen days of having been informed of the price increase. In the case of termination, the client is not entitled to claim any damages.

## 4. Execution of the agreement

- a. The agreement shall be executed within the (estimated) period stated in the offer/quotation, unless it becomes obvious that this is not reasonably possible. Q-Point will inform the client as soon as possible in case of an expected delay. Q-Point shall not be in default solely by exceeding the agreed-upon period.
- b. When necessary for the proper and/or timely performance of the agreement, Q-Point has the right to involve third parties.
- c. Q-Point will perform the activities defined in the agreement in a manner that will yield a useful result for the client.
- d. In all advice concerning the application of crop protection and fertilisation Q-Point will take into account the relevant legal regulations. The recommendations for usage (dosage, application techniques, etc.), verbal and/or written, are based on extensive testing. Q-Point renders advice up to date and according to the best of its knowledge. Q-Point is not responsible for any unknown detrimental consequences that arise because of the advised usage.
- e. In case of the sale of goods by Q-Point the guarantee given by Q-Point is stated in the offer/quotation. Any additional guarantee from the manufacturer can only be claimed from the manufacturer involved.
- f. Q-Point will perform additional work only with the previous approval of the client, after which the costs of the additional work will be charged to the client.
- g. Q-Point will keep all data and information of the client that is obtained in the course of the execution of an agreement confidential and shall not reveal this information to the public in a manner that makes it possible to identify the client. Any further obligations for confidentiality apply only if this is expressly agreed upon in writing.
- h. Q-Point is entitled to publish results of research on an anonymous basis unless confidentiality is agreed upon in writing at the request of the client. In this case, the maximum period of confidentiality is one year after the date of delivery/invoice.
- i. Any obligation on the part of Q-Point to maintain confidentiality becomes void when conflicting with the legal tasks and duties of Q-Point.

## 5. Duties and responsibilities of the client

- a. In the case of sample analysis, the client is responsible for the selection, representativeness and timely availability of the samples to Q-Point.
- b. In the case of advice by Q-Point regarding the use of products, the actual application, use, storage and preservation is not subject to control of Q-Point. Consequently, the correct execution of the advice is the responsibility of the client entirely.
- c. The client accepts that there is a more than theoretical chance of misunderstandings or misinterpretations regarding questions asked and/or advice given by telephone. Therefore, the risks related to incorrect interpretations of questions asked or advice given over the telephone are entirely for the client's account.

## 6. Delivery, risk and property

- a. Goods will be delivered at the location of Q-Point and any risks will be transferred to the client at the moment of delivery.
- b. Q-Point will remain the owner of the goods until the purchase price has been paid in full by the client.
- c. The copyright and all other rights of intellectual or industrial property in respect of advice and information given remain the exclusive property of Q-Point. Q-Point is the owner of the copyrights of the standard manuals and the standard documents that are made available to you by Q-Point. You may only use, adapt and distribute the manual internally for your own use. You may not disclose and/or provide it to third parties.

- d. In the event the client wishes to publish or make available to third parties the content or any part thereof of Q-Point's advice that is not verbatim and/or in a language other than the one in which it was written, the client will endeavour not to associate the content of the advice or parts thereof with Q-Point without Q-Point's prior written consent, which shall not be unreasonably withheld.

## 7. Payment

- a. Q-Point will send the client a specified invoice, which must be paid within a period of fourteen days of the date of invoice.
- b. If the agreement does not include a fixed price, the amount to be paid will be calculated by Q-Point based on Q-Point's current rates and accounting methods.
- c. Q-Point retains the right to send invoices at regular intervals. Q-Point is at all times entitled to request advance payment.
- d. In case payments are not being made on time Q-Point is entitled to demand, without any proof of default being required, the legal interest due over the period that has passed since the expiry date, as well as compensation for all collection charges.
- e. The client is not entitled to postpone payment nor is the client entitled to compensate or deduct any payment.
- f. The client is entitled - free of charge - to cancel the agreement until 10 working days prior to the start of the work under the agreement. In case of cancellation between 10 and 5 working days prior to the start of the work, the client is liable to pay 50% of the agreed upon price excluding costs (including but not limited to) in respect of location, material and the rent of equipment. In case of cancellation within 5 working days prior to the start of the work, the client will pay 100% of the agreed upon price. Any cancellation of the agreement must be done in writing or by e-mail.

## 8. Liability

- a. Q-Point is required to compensate the client for direct damages only when such damages are the direct consequence of an attributable failure in the execution of the agreement or from a wrongful act. Q-Point's liability for any damages referred to in the previous sentence, is limited to the net amount that the client owes according to the agreement with a maximum of EUR 12,000.00. Direct damage also includes damage which the client suffers as a result of the application or use of Q-Point's advice or goods. Under no circumstances is Q-Point liable for any form of consequential damage, including damage as a result of a delay in the performance of the agreement, loss of client's information, loss of profit, loss of turnover and damage to the client's reputation or goodwill.
- b. This limitation of the liability of Q-Point does not apply in case of an intentional act or omission or gross negligence on the part of Q-Point, or by any person involved in the execution of the agreement hired by Q-Point.
- c. In no event the liability of Q-Point will exceed the sum to be paid by Q-Point's liability insurance.
- d. The client will indemnify Q-Point and/or any persons involved by Q-Point in the execution of the agreement, against any claims of third parties for damages resulting from the application or the use of Q-Point's advice/goods, by the client or any other person to whom the client has made available the advice/goods, except in case of an intentional act or omission or gross negligence on the part of Q-Point and/or the persons hired by Q-Point for the execution of the agreement.

## 9. Limitation

- a. Any obligation to pay damages will lapse if the client fails to inform Q-Point in writing within 7 days after the damage is discovered or should reasonably have been discovered. Any liability for damages will in any event lapse if the client does not constitute legal proceedings within one year of the performance that caused the damage.

## 10. Dissolution

- a. Q-Point is entitled - without notice of default and without being liable for damages - to dissolve the agreement and to demand compensation for resulting damages if the client does not meet its obligations, applies for suspension of payment, is declared bankrupt, dies or - in the case of a legal body - is dissolved, or if the enterprise of the client is liquidated.

## 11. Applicable law and competent judge

- a. All agreements with Q-Point are subject exclusively to the law of the Netherlands.
- b. All disputes will be submitted to the competent court in Arnhem, unless Q-Point prefers the court in the place of registration or residence of the client, or unless the law should prescribe otherwise.

## **Additional Conditions Training**

### **1. Application**

Applying for a training is only possible by means of a fully completed application form. After receipt of the form by Q-Point, you will receive a confirmation. Please mark the dates of the training in your calendar. Approximately two weeks prior to the start of the training, you will receive an invitation.

### **2. Cancellation**

Cancellation of a training can only be done in writing or by e-mail. Cancellation of a training up to 2 months prior to the start of the training is free of charge. In case of cancellation between 2 months and 2 weeks prior to the start of the training, 50% of the costs of the training is due. In the event of cancellation within 2 weeks prior to the start of the training 100% of the costs of the training is due. In case of an appropriate replacement, no costs are due. In the event Q-Point made hotel reservations upon your request, you are responsible for the cancellation in accordance with the cancellation rules of the hotel involved.

### **3. Number of participants**

Q-Point will decide the maximum number of participants in a training. In case a training is fully booked, you will receive a notification and the possibility to apply for the next training. In case of limited interest for a specific training, Q-Point may decide to cancel the training. You will be timely informed of this cancellation. In case of a fully booked training or a cancellation by Q-Point, no cancellation fee will be charged. Q-Point is not liable for any damage resulting from its decision to cancel a training.

### **4. Certificate**

After you successfully completed the training, you will receive a certificate (if relevant).