

AgriDirect BV terms of delivery and payment

of AgriDirect BV, Noordhoven 17, 6042 NW Roermond
(Version January 2019)

The Dutch terms and conditions shall always prevail. The English translation is mainly for the understanding of English-speaking customers.

1. General provisions

- 1.1 Our offers are subject to contract.
- 1.2 These terms of delivery and payment will be binding upon receipt of a signed copy of the application form by AgriDirect BV or when the work has been carried out by AgriDirect BV.
- 1.3 The client's reference to its own terms and conditions will not be accepted by AgriDirect BV. Each assignment to AgriDirect BV will exclusively be subject to the terms set out below.

2. Delivery

- 2.1 The number of addresses stated in the price lists, offers and application forms may vary from the actual number of addresses provided as a result of changes made by AgriDirect BV to the database. These variations do not affect the performance of the agreement or the parties' rights and obligations.
- 2.2 In case of assignment to AgriDirect BV the number of addresses known at the time will be considered as ordered and any surplus or reduction of addresses will be set off.

3. Use of information

- 3.1 All information provided by AgriDirect BV from the database is for internal use by clients only and may never be disclosed to third parties in any way, nor is it permitted to entrust this information to third parties, for example address agencies or any other agencies in the service provision industry, with the exception of the direct-service organisation which manages and/or processes the information provided to the client solely for and by order of the client.
- 3.2 All rent addresses provided by AgriDirect BV are intended for single use by the client not including repeat actions by the client as a result of positive respondents to the client's single use.
- 3.3 AgriDirect BV is entitled to check the client's use of addresses randomly.
- 3.4 For each use of the addresses provided by AgriDirect BV in conflict with these terms the client incurs a penalty of €300,000 for each breach, which penalty cannot be reduced by court.

4. Prices

- 4.1 AgriDirect BV gives quotations according to the rates applicable at that time.
- 4.2 AgriDirect BV reserves the right to make corrections to quotations, contract prices and invoices containing administrative or other errors.
- 4.3 Any costs resulting from delay caused by the client or its representative will be charged extra.

5. Payment

- 5.1 The client pays in euros.
- 5.2 AgriDirect BV will always be entitled to charge VAT. AgriDirect BV will at all times be entitled to require a full or partial advance payment. The client will have to make this advance payment within 10 days after a request to that end, but also before execution of the assignment. In case of default, AgriDirect BV will be entitled to discontinue its work until full payment of the invoices has been effected. Any costs incurred, including costs by third parties, will then immediately be due and payable.
- 5.3 If the client fails to pay the full amounts invoiced by AgriDirect BV, the client will owe AgriDirect BV *inter alia* the extrajudicial collection costs, in derogation from S6(96)(5) of the Dutch Civil Code and also in derogation from the Extrajudicial Collection Costs Decree, AgriDirect BV claims reimbursement and payment of these extrajudicial (collection) costs, which are now for then determined at an amount equal to 12% per annum of the total outstanding principal sum with a minimum of € 250.- for each invoice left wholly or in part unpaid. If an assignment is cancelled from 1 to 21 days before the agreed date of delivery or execution for whatever reason, AgriDirect BV will be entitled to charge 30% of the original invoice amount in addition to the costs incurred, including the costs of third parties.

6. Force Majeure

- 6.1 AgriDirect BV will do its utmost to fulfil its obligations, but if this is made impossible by force majeure in whatever form, a term adjusted to the circumstances will be added to the delivery time. Under no circumstances will AgriDirect BV be liable for any loss or damage suffered by the client as a consequence. Force majeure includes, but is not limited to: illness or accident of one of the employees and the failure of suppliers such as telemarketing agencies and mail handling agencies to (promptly) fulfil their obligations.

7. Liability

- 7.1 The work carried out by AgriDirect BV is of such nature that success or failure cannot be measured accurately, and additionally, the level of success will depend strongly on the information available. Therefore, AgriDirect BV cannot be held liable for consequential loss, direct trading loss anticipated by the client or any other loss suffered by the client as a result of work executed by AgriDirect BV.
- 7.2 AgriDirect BV can neither be held liable for any loss or damage caused by negligence, the performance or failure to perform actions or delay of delivery caused in any other way.
- 7.3 AgriDirect BV cannot guarantee the correctness or accurate communication or delivery of information.

8. Exclusivity of information collected in AgriDirect BV scanners

- 8.1 Information collected in AgriDirect BV scanners exclusively for clients will remain exclusive until the moment of the next scanner. Exclusivity of the collected information is guaranteed within the branch in which the client operates, until that moment.

9. Copyright

- 9.1 AgriDirect BV has copyright for the information it provides and for the lists of names and addresses, diskettes, client cards and suchlike, produced on the basis of this information. The client is not allowed to make any other use of the said information than that which is allowed under the agreement with AgriDirect BV and these terms. The copyright with regard to any design or creative work is with AgriDirect BV,

unless it has expressly assigned this right to the client.

10. Termination

- 10.1 Without prejudice to any of the rights of both parties, the agreement between the parties will be terminated if one of the parties has been put into liquidation or will be forced into liquidation for any other reason (with the exception of a restructuring or merger).
- 10.2 The agreement will also be terminated if one of the parties notifies the other party that the agreement or the general provisions have been breached and the other party has failed to take proper steps to remedy the breach of contract.
- 10.3 AgriDirect BV reserves the right to refuse or terminate contracts without giving reasons.
- 10.4 If the client wishes to terminate the contract for urgent reasons, 20% of the agreed principal sum for full performance will be due and payable.

11. Assignment

- 11.1 This agreement will not be assignable for both parties.

12. Notification

- 12.1 All notifications pursuant to the agreement are considered to have been made two business days after they were sent by mail, fax or e-mail.

13. Varying conditions

- 13.1 Stipulations varying from these conditions and/or general provisions will only be binding if they are laid down in writing by the AgriDirect BV officer authorised to that end, and never orally or in any other manner.

14. Disputes

- 14.1 In case of any disputes about the agreement, including refusal to pay an invoice from AgriDirect BV, the laws of the Netherlands will apply and the client and AgriDirect BV will be subject to the opinion of the competent court in the district where AgriDirect BV has its corporate seat, unless AgriDirect BV chooses to refer the dispute to the competent court in the district where the client has its corporate seat.