



## **General delivery and payment conditions of the private limited liability company Landscape Solutions B.V.**

Filed with the Chamber of Commerce in 's-Hertogenbosch, the Netherlands, under commercial register number 06033212.

### **1. GENERAL.**

- 1.1 These general conditions form part of any offers and agreements (and the execution of these agreements) concluded between the private limited liability company Landscape Solutions B.V. (hereinafter referred to as "the Company") and any other party.
- 1.2 In these conditions, "the other party" is understood to be: any natural person or legal entity, as well as their representative(s) and/or agent(s) and/or heir(s), who are sent these conditions and/or have agreed to these conditions in connection with an agreement (yet to be concluded).
- 1.3 The applicability of any general conditions used by the other party is expressly excluded.

### **2. OFFERS, SAMPLES, MODELS AND EXAMPLES.**

- 2.1 All oral, written or electronic offers and quotations submitted by the Company are subject to contract and will be valid for 30 days, unless they expressly state a different period. Acceptance of an offer or quotation will only be valid if this takes place within the period set. In case of an electronic acceptance by the other party, the acceptance will only be valid after it has been confirmed by the Company.
- 2.2 If an offer or quotation is accompanied by documents, these documents will remain the property of the Company. The documents must be returned on demand and may not be multiplied or given to third parties (for inspection). The contents of the documents will not bind the Company, unless any agreement concluded at a later time expressly refers to these contents.
- 2.3 The dispatch of offers and/or (other) documentation will not oblige the other party to accept an order.
- 2.4 If a sample, model or example is displayed or supplied by the Company, this will be assumed to have only been displayed or supplied as an indication: the characteristics of the products to be delivered may deviate from the sample, model or example.

### **3. AGREEMENT.**

- 3.1 An agreement will be concluded after it has been accepted or confirmed by the Company in writing or electronically, the date of acceptance or confirmation being decisive.
- 3.2 The confirmation of the order contains all arrangements made between the parties and will replace all previous arrangements made.
- 3.3 Any arrangements or changes made after the confirmation of the order will only be binding if they have been confirmed by the Company in writing or electronically.
- 3.4 Any agreement will be concluded under the suspensive condition that the other party's creditworthiness is - at the Company's discretion - sufficient in order to perform the agreement.
- 3.5 The Company will be entitled to demand, before the agreement is executed, security from the other party for the fulfilment of the obligations under the agreement and the other party will be obliged to cooperate in this in all reasonableness.
- 3.6 The Company will, if any third parties are engaged, consult the other party in advance as much as possible. The Company will not be liable for any failures by these third parties. Third-party costs will be passed on to the other party. The applicability of Articles 40 and 407(2) of Book 7 of the Dutch Civil Code is excluded.
- 3.7 The other party is obliged to timely provide the Company with all information and documents necessary for the execution of the agreement. If the other party fails to do so, the Company will be at liberty not to commence execution of the agreement, or to suspend the execution of the agreement and/or charge the additional costs resulting from the delay to the other party. The Company will not be liable for any damage or loss, of whatever nature, caused by the other party having provided incorrect and/or incomplete data.

### **4. PRICES.**

- 4.1 Unless stated otherwise, the prices mentioned by the Company are in euros, excluding VAT and based on the prices and costs applicable at the time the offer is made or the agreement is concluded.

### **5. DELIVERY.**

- 5.1 Unless otherwise agreed in writing, delivery will take place at the Company's address, ex works. Delivery carriage paid will only take place if and insofar as this has been agreed upon and confirmed by the Company on the Purchase Order.
- 5.2 The time of delivery will be the time when the purchased products are ready for transport to or for the other party.
- 5.3 The other party must, when taking delivery, immediately check the delivered products and their packing for any defects and/or visible damage and/or deficits. Any directly visible shortcomings must be stated in the delivery note, the invoice and/or the transport documents. Other defects or shortcomings must be reported in writing within three months after the date of reception. If the other party fails to do so, the other party can no longer rely on the delivered products not complying with the agreement and any complaints will not or no longer be accepted by the Company.
- 5.4 The Company will be entitled to make delivery in consignments, by means of separate invoices.



- 5.5 In case of a late delivery, the other party must give the Company written notice of default, before the Company is in default. The agreed delivery period will only start after the other party has provided all data requested and relevant or necessary. The delivery period is based on the expected delivery period at the start of the agreement. If the delivery time is exceeded due to a situation of force majeure, this will not be at the Company's risk.
- 5.6 If the goods have not been purchased by the other party after the delivery date has passed, the goods will be at its disposal and will be stored at its risk and expense. If the other party fails to reply (or fails to reply in time) to a request for the purchase of goods delivered, by registered letter or bailiff's notification, the Company may, at the other party's expense, proceed to reselling the goods
- 6. CANCELLATION.**
- 6.1 Cancellation of an agreement concluded will take place on payment of cancellation charges of 10% of the order amount (including VAT) to the Company, without prejudice to the right of compensation.
- 7. TRANSPORT/RISK.**
- 7.1 The Company will determine the manner of transport, dispatch, packing and suchlike, if the other party has not given any further instructions. The goods will be transported at the risk and expense of the other party, who has to take out insurance.
- 7.2 Any specific wishes of the other party in respect of the transport or dispatch will only be carried out if the other party has stated that it will bear the related additional costs.
- 7.3 Durable packaging materials will be charged to the other party and will be offset against the total invoice amount after they have been returned in undamaged condition.
- 8. FORCE MAJEURE.**
- 8.1 In case of a situation of force majeure, the Company's obligations will be suspended. If a situation of force majeure causing a party to be unable to meet its obligations lasts longer than three months, both parties will be entitled to dissolve the agreement without being obliged to pay any compensation in this case. The agreement will only be partially dissolved if the obligations have already partly been met.
- 8.2 The party who finds that it has been or will be affected by force majeure must immediately inform the other party of this in writing.
- 9. LIABILITY.**
- 9.1 In the event of defects in delivered goods, only the warranty as described in the warranty provisions will apply, which provisions form an integral part of the agreement and these conditions.
- 9.2 The Company's liability will be limited to the amount of the invoice value of the goods delivered under the agreement. If the agreement is a continuing performance contract with a term exceeding one year, the aforementioned amount will be set at no more than once the amount invoiced in the year before the occurrence of the damage or loss. In no case will the total compensation of damage or loss exceed the amount covered by the liability insurance policy.
- 9.3 In no case will the Company be liable for consequential damage or loss, which is understood to be in any case: reputational damage, loss of turnover and loss of profit.
- 9.4 The Company will not be liable for any damage or loss caused by the improper use of the goods purchased, which includes the use for a purpose other than the intended purpose of the goods.
- 9.5 Any right of claim, except for UV claims, of the other party towards the Company will lapse one year after the goods purchased were delivered to the other party or provided to the other party (if this date is earlier).
- 9.6 The other party will indemnify the Company against any third-party claims for compensation in connection with goods delivered by the Company to the other party or services performed by the Company for the other party.
- 9.7 The limitations of liability included in these conditions will not apply if the damage or loss is due to the Company's wilful misconduct or gross negligence.
- 10. COMPLAINTS.**
- 10.1 Without prejudice to the provisions of Article 5.3 of these conditions, any complaints regarding the execution of the agreement or the invoicing must be lodged in writing within 7 days after delivery or the invoice date, specifying the nature of and grounds for the complaints. If the other party fails to do so, the other party will be deemed to have approved the products delivered or the invoice.
- 10.2 If the Company finds a complaint to be justified, the agreed performance will as yet be delivered correctly and the other party's payment obligation will be suspended until the moment of proper performance. Only if delivering the agreed performance has become useless for the other party or is no longer possible, the Company may decide not to deliver the performance and may only be held liable within the limits of the provisions of Article 8 of these conditions.
- 10.3 The other party may only return the products delivered after prior permission in writing, under conditions to be set by the Company.
- 11. RESERVATION OF OWNERSHIP.**
- 11.1 The Company will remain the owner of all products delivered or to be delivered to the other party, for whatever reason, until the other party has performed all its obligations in respect of all these products delivered and/or services provided and services still to be provided by the Company.
- 11.2 Any products in respect of which the Company reserves ownership may not in any way be encumbered or burdened and may only be resold with the Company's permission and only insofar as required in connection with normal business activities. In case of a



resale, the other party will be obliged to impose similar obligations on its other party. If the other party is in liquidation or has been granted suspension of payment, a resale in connection with normal business activities will not in any case be allowed.

- 11.3 If the other party fails to meet its obligations or there is a reasonable fear that these obligations will not be met, the Company will be entitled to take back the delivered goods that are subject to the reservation of ownership from the other party or third parties keeping the goods for the other party (or arrange for these goods to be taken back). The other party will be obliged to render every assistance in this, subject to a penalty of 10% of the total amount due for each day the other party fails to render assistance.
- 11.4 The other party is not allowed to have third parties establish any right to the goods in respect of which the Company has reserved ownership.

## **12. PAYMENT.**

- 12.1 Payments must be made without any set-off and by transfer into a bank account specified by the Company. The payment term is 30 days. The time at which payments are credited to the Company's account will be decisive. Cash payments will only be made by means of a receipt signed by the parties.
- 12.2 The payment term will be a final deadline within the meaning of Article 83(a) of Book 6 of the Dutch Civil Code. If payments are not made, or not made in full and/or in time, the other party will be in default by operation of law. If the other party is in default, the other party will, from the due date of the invoice(s) until the time of payment in full, owe 1% interest per month (or part of a month) on the outstanding amount.
- 12.3 The other party acting in the course of a profession or business will owe extrajudicial collection costs at the time when this other party is in default. The other party acting as a consumer will only owe extrajudicial collection costs after payment within a period of 14 days has been demanded from this other party in vain. In accordance with the Extrajudicial Collection Costs (Fees) Decree of 27 March 2012, the extrajudicial collection costs amount to:
- 15% of the principal of the debt on the first € 2,500.00 of the debt;
  - 10% of the principal of the debt on the next € 2,500.00 of the debt;
  - 5% of the principal of the debt on the next € 5,000.00 of the debt;
  - 1% of the principal of the debt on the next € 190,000.00 of the debt;
  - 0.5% on the excess of the principal, with a maximum of € 6,775.00;
  - with a minimum of € 40.00.
- 12.4 All judicial costs to be incurred will be borne by the defaulting other party. Judicial costs include all actual costs of legal representation and assistance incurred during court proceedings and exceeding the court-approved scale of costs.
- 12.5 In accordance with the provisions of Article 44 of Book 6 of the Dutch Civil Code, payments first go to reduce the costs, then go to reduce the interest due and only then go to reduce the principal and the accrued interest.

## **13. DEBTS DUE AND PAYABLE.**

- 13.1 Claims against the other party will be immediately due and payable in the following cases:
- if the Company learns of circumstances that give it good reasons to fear that the other party will not meet its obligations;
  - if the other party dies, is placed under guardianship, is liquidated, becomes insolvent or is granted a suspension of payment;
  - if the other party fails to provide security (or provides insufficient security) for the performance of the agreement, in spite of a request by the Company to that effect;
  - if the other party otherwise is in default and fails to meet its obligations under the agreement.
- 13.2 In the cases referred to in Article 14.1, the Company will be authorised to suspend the further execution of the agreement and/or to dissolve the agreement, subject to the obligation of the other party to compensate for the loss suffered by the Company as a result of this.

## **14. INTELLECTUAL PROPERTY RIGHTS.**

- 14.1 All intellectual property rights in respect of the products delivered by the Company are vested in the Company, or in the licensors and/or suppliers. The other party will only acquire the user rights and powers which are expressly granted by these general conditions or the agreement and/or which arise from the agreement between the parties.
- 14.2 The other party is not allowed to:
- a. Remove brand markings and brand names and/or other information displayed on the products and/or the packaging, or to damage or change this information;
  - b. Register the Company's distinguishing features, including the brands and domain names used by the Company, in its own name without prior permission in writing.
- 14.3 The Company does not guarantee that the products do not infringe any intellectual property rights of third parties and does not indemnify the other party against any loss suffered as a result of an infringement of intellectual property rights of third parties.

## **15. SEVERABILITY OF PROVISIONS.**

- 15.1 If any provision of these general conditions is void or otherwise unenforceable, the other provisions will remain unimpaired. In that case, the parties will try to reach an agreement on a provision that approaches the purpose of the void and/or unenforceable provision as closely as possible.

## **16. GOVERNING LAW.**

- 16.1 Any legal relationship between the Company and the other party will only be governed by Dutch law.



**17. COMPETENT COURT.**

17.1 All disputes arising from or connected with the agreement(s) concluded between the parties will be resolved exclusively by the competent District Court of Eastern Brabant, 's-Hertogenbosch location, the Netherlands.