



AGRO

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TERMS OF DELIVERY

These terms of delivery apply to agreements whereby Priva B.V. supplies products and/or services to its client within the framework of its Agro activities for which these terms have been declared applicable. These terms can be referred to as Priva LV Agro 0611.

1. Delivery and ownership

- 1.1 With regard to orders that Priva has accepted from the client, Priva will fulfil these orders as carefully as possible and within the specified delivery period, in principle. Priva will deliver the products EX WORKS (EXW) De Lier in accordance with Incoterms 2000. Immediately after the product has been delivered in the specified manner, the client will be liable for the risk of any damage that may occur to the product, except insofar as the fault for such damage lies with Priva.
- 1.2 Priva is not obliged to deliver the products on time insofar as the delay is caused by circumstances that can be attributed to its suppliers. In such cases, Priva will notify the client as soon as possible and endeavour within the bounds of reasonableness to limit the delay where possible. Moreover, Priva reserves the right to suspend delivery immediately as soon as the client fails to fulfil its obligations.
- 1.3 Priva will retain ownership over all products delivered for sale to the client until all amounts payable by the client in accordance with the agreement and all other amounts payable by the client, due to non-fulfilment of payment obligations, have been paid to Priva in full.
- 1.4 If it has been agreed that deliveries will occur on call and no on-call periods have been specified, Priva will be entitled – if no on-call deliveries have occurred three months after its order confirmation was signed – to request the client in writing, within eight days after the request was sent, to specify a period during which on-call deliveries will still occur. This period, calculated from the day of the request, may not exceed three months or a shorter duration specified within the bounds of reason by Priva. After this period has lapsed and six months after the order confirmation was signed by Priva, the client will be in default without any warning and will have to bear storage and insurance costs.
- 1.5 All intellectual and industrial property rights for the delivered software will remain vested exclusively with Priva, its licensors or suppliers. The client will only acquire the rights of use specifically allocated by these terms and the law, and only for the purpose arising from the agreement. Every other or further right of use of the client, including the disclosure and copying of software, is excluded. A right of use assigned to the client is non-exclusive and cannot be transferred to third parties.

2. Price and Payment

- 2.1 If applicable, all prices will be increased by value added tax (VAT) and other government levies. Priva is entitled to modify its prices, if a fixed price has not been agreed on explicitly and in writing, due to rising purchase prices, tax-related changes and higher labour costs. In the case of agreements for an indefinite period of time, Priva is entitled to modify its prices, but must notify the client in this regard on time before the date upon which the price change will take effect.
- 2.2 Invoices will be paid by the client in accordance with the payment conditions stipulated on the invoice. If a specific arrangement does not exist, the client will pay within thirty days after the invoice date. The client is not entitled to set-off or suspend payment.
- 2.3 If the client fails to pay the due amounts on time, the client will have to pay statutory interest over the outstanding amount without any need for a warning or notice of default.
- 2.4 In the event of cancellation by the client or a customer of the client, Priva is entitled to charge an amount totalling 15% of the order amount, without prejudice to its right to compensation for all damages, if this totals more than 15%.

3. Guarantee

- 3.1 In compliance with the provisions mentioned below, Priva will provide a guarantee with respect to the soundness of the product it delivered as well as the quality of the materials used and/or delivered for that purpose. The client must notify Priva about this in writing within ten working days after a complaint has been identified.
- 3.2 Priva will deliver its products with a one-year guarantee calculated from the invoice date corresponding to the delivery of the relevant product by Priva to the client. The guarantee provided by the supplier for the relevant component will apply to components purchased by Priva.

- 3.3 The guarantee will entail the replacement of defective components or replacement in the form of another technically similar product by Priva at its expense, with the exception of materials and components subject to wear and tear that therefore have to be replaced. The guarantee will not cover assembly and disassembly costs (including travel and accommodation costs and other expenses).
- 3.4 If Priva replaces components or products in order to fulfill its guarantee obligations, the replaced components or products will become the property of Priva.
- 3.5 The guarantee obligation will lapse if the material or manufacturing defects are completely or partly the result of improper, negligent or injudicious use, external causes such as fire or water damage, or if the client makes modifications or allows modifications to be made without Priva's consent to equipment or components delivered by Priva.
- 3.6 With regard to products delivered by Priva that the client passes onto a third party, Priva will never be obliged to provide another guarantee other than the guarantee Priva provided on the basis of these terms to the client.
- 3.7 Priva guarantees that the software it delivered will function in accordance with the user documentation. This guarantee applies to a period of ninety days from the date upon which a copy of the version was delivered to the client for the first time. Priva also guarantees that the software will not infringe the rights of third parties. With regard to software that the client passes onto third parties, Priva will never be obliged to provide another guarantee other than the guarantee applicable to the client.
- 3.8 In the event of any software-related complaints, Priva will be entitled to either repay the price paid for the software or to repair or replace the software, at its own discretion.

4. Liability

- 4.1 With regard to delivery, installation, repair, revision or other activities performed by or on its behalf, as well as the functioning of the delivered product, Priva will not assume further liability for any damage arising in this regard or as a result thereof other than the maximum amount paid out by its liability insurance, except for gross negligence or intention on the part of Priva and/or its management.
- 4.2 In all cases, Priva will disclaim liability for consequential loss, including loss of profit and claims made against the client by third parties.
- 4.3 The restrictions on and exclusions of liability for damage will apply regardless of whether the liability is based on non-compliance with an agreement, unlawful act (including negligence), strict liability, non-fulfilment of guarantee conditions or any other legal basis.

- 4.4 Insofar as Priva is not free to invoke the preceding paragraphs of article 4, Priva's liability in relation to a loss-causing fact (including a related series thereof) will always be limited to the total amount, excluding VAT and/or other government levies, that Priva invoiced to the client within the scope of the corresponding agreement during the calendar year in which the loss-causing fact occurred for the first time.

- 4.5 The client will indemnify Priva against claims from third parties resulting from the execution of the agreement, except insofar as such claims are at the expense of Priva in the relationship between Priva and the client on the basis of the agreement.

5. Construction, installation and assembly

- 5.1 If the order included installation or assembly activities, the client will ensure all facilities that will be installed by third parties and activities that will be carried out are available and installed and performed in such a way that the activities if Priva will not be delayed, impeded or affected as a result
- 5.2 The client will ensure that all information and documentation required for the execution of activities are made available to Priva on time and that all requisite permits are obtained on time.
- 5.3 The client will ensure that Priva, upon arrival, will, as agreed, be able to commence its activities immediately and continue to do so without any interruption, and that all necessary safety and other precautionary measures have been taken and are enforced. The client will ensure at its own expense that all required auxiliary workers, auxiliary equipment, water, energy, heating and lighting are provided on time.
- 5.4 Non-compliance with the obligations stipulated in the preceding paragraphs will entitle Priva to charge any costs arising in this regard to the client. In that case, Priva can no longer be bound to any applicable delivery dates and such delivery dates will be extended at least by the period that Priva was unable to work.

6. Final provisions

- 6.1 Any dispute relating to the Agreement will be submitted to the competent court in The Hague. However, Parties will only bring a dispute before the court after they have made every effort to resolve the dispute by mutual agreement, whether or not via the intervention of a mediator.
- 6.2 The Agreement is subject to Dutch law. The Vienna Sales Convention (CISG) of 1980 will not apply.
- 6.3 Priva reserves the right to modify these general terms and conditions unilaterally. The changes will take effect upon the date stipulated in the notification and/or publication and/or inclusion in an appropriate register. In the absence thereof, this will occur within two weeks after notification and/or publication and/or inclusion in an appropriate register.