



## GENERAL TERMS AND CONDITIONS OF LOOYE KWEKERS BV

### **Our general terms and conditions provide clarity and transparency**

Looye Kwekers attaches great importance to open, clear and transparent communication with its customers: we wish to inform you of what we do and what we agree with you. Working with clear agreements is one way of offering such clarity and transparency. We therefore only carry out our deliveries on the basis of our general terms and conditions.

### **1. The delivered product, delivery time and force majeure**

- 1.1 Looye Kwekers supplies tasty tomatoes. We pay a great deal of attention to the quality of the produced tomatoes, as is evident from the different certificates obtained. You can find details of all our certificates on our website: [www.Looye.com](http://www.Looye.com).
- 1.2 We do our very best to comply with a delivery agreement, but as we are dealing with a natural product, agreed delivery times and dates are indicative only. When it is impossible to deliver or the delivery date is exceeded, this will not oblige Looye Kwekers to pay any compensation.
- 1.3 As we are dealing with a natural product, force majeure situations can easily occur. Force majeure is defined as follows: Any circumstances that impede the execution of your order, even if those circumstances were foreseeable at the time when the contract was concluded, such as contamination of cultivation locations with plant and other diseases, pests and viruses, storm and other weather conditions, fire, a labour shortage, transport problems, export, import or transit bans or the non-delivery or late delivery by our suppliers. We are never liable for damages in the event of force majeure.

### **2. Placing your order and taking delivery of products**

- 2.1 You can place your order on the day before the delivery date (before 16.00 hours) at the latest, and you are requested to place your order by email as much as possible ([sales@looye.com](mailto:sales@looye.com)). We will do our very best to deliver the ordered number of products.
- 2.2 We will try to help find a solution if you are unexpectedly unable to take delivery of the

ordered products. In any event, once the products are packed, you must take delivery of them.

### **3. Payment**

- 3.1 Looye Kwekers attaches importance to being paid for delivered products in time. We have incurred costs to make the products and deliver them to you, and we appreciate being paid for them. You therefore do not have the right to initiate deduction, suspension or termination of payment, not even in the event of complaints.
- 3.2 All non-legal and legal costs actually incurred by us will be payable by you if we have to take action to collect the amount due.

### **4. Reservation of ownership**

Products delivered by us remain in our ownership until all outstanding invoices for delivered products, including any interest and costs, have been paid in full. You must insure products delivered under reservation of ownership against damage.

### **5. Prices and costs**

Unless otherwise agreed, all prices stated are in euro, exclusive of logistics costs and VAT. All levies, surcharges, taxes, additional costs, etc. with regard to the sold products, imposed on Looye by the government and semi-public institutions, will be at your expense. Looye Kwekers is entitled to adjust the prices periodically in accordance with the prices it sets periodically.

### **6. Assurance**

Looye Kwekers may ask you at all times to pay an immediately due advance or deposit for deliveries made or to be made and to suspend or end its deliveries if you fail to pay an advance invoice in time.

### **7. Liability, expiration and indemnification**

- 7.1 Our cumulative liability, no matter what its legal basis is, cannot lead to us having to pay you a sum of money exceeding the amount we receive from you for the delivery you are complaining about: On each occasion, our liability is limited to the amount (exclusive of logistics costs) that we have charged to you for the delivery that has caused the damage.
- 7.2 We wish to have clarity about a claim's validity quickly. Your rights to claim therefore lapse

six months after delivery of the products.

- 7.3 You indemnify us against any claims by third parties that are the consequence of the products delivered by us.
- 7.4 If Looye Kwekers engages a third party in the performance of your order, Looye Kwekers will not be liable for any mistakes made by that third party. If such a third party wishes to limit his or her liability, Looye Kwekers will be authorised to accept that limitation of liability on your behalf as well.

## 8. Transport

You may organise your own transport for the products you have bought. Delivery of the products then takes place at our company, and the transport is undertaken at your risk. The products can be collected from Monday to Friday between 07.00 hours and 18.00 hours. On Saturday, the products can be collected between 07.00 hours and 13.00 hours. If products are collected outside these hours, this takes place at your risk. Looye Kwekers can also take care of transport, in which case the transport takes place at our risk.

## 9. Intellectual property rights

- 9.1 Looye Kwekers has a large number of intellectual property rights, including but not limited to trademark registrations and copyrights.
- 9.2 You may only trade, keep in stock or offer the products delivered by Looye Kwekers in the original packaging of Looye Kwekers.
- 9.3 You may not remove, reapply or otherwise impair identifying marks, including intellectual property, in full or in part.

## 10. Complaint about delivered products

- 10.1 Looye Kwekers takes complaints about its products seriously. Any complaint about the quality or quantity must be submitted to Looye Kwekers by email(sales@Looye.com) within eight hours of receipt of the products. In the event of a complaint about the quality, photographs which according to you

demonstrate the bad quality must be submitted with the complaint.

- 10.2 We will collect the products that are the subject of the complaint. As soon as possible, but within one working day of receipt of the collected products, these products will be assessed by the Looye Kwekers inspector, and the assessment results will be shared with you. If, in the opinion of the Looye Kwekers inspector, the complaint about the delivered products is unfounded, you have the option to have the products inspected by the KCB (the Quality Control Bureau).
- 10.3 If, according to Looye Kwekers or the KCB, the complaint is well founded, you will not have to pay the price for the delivered products, the inspection costs incurred by us and the KCB and the costs for collecting the products.
- 10.4 The costs for collecting the products, the inspection costs incurred by us and the KCB and the costs in connection with repacking and the value reduction of the product due to the lapse of time will be at your expense if, according to Looye Kwekers (and the KCB if you have engaged them), the complaint is unfounded.
- 10.5 Looye works with e-weight. If the weight deviates by more than 3%, the customer has a well-founded reason to complain. In the event of a deviation in weight or quantity up to 3% of what has been agreed, we are not obliged to pay compensation. In the event of a deviation in weight or quantity of between 4 and 10% of what has been agreed, you will accept the delivery in full against a proportional price reduction or increase.

## 11 Governing law and competent court

- 11.3 All contracts you conclude with us are subject to Dutch law.
- 11.4 Any disputes arising from or relating to any contracts you have concluded with us will be settled in the first instance exclusively by the competent judge of the court in The Hague.