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These General Terms and Conditions of Sale and Delivery apply to all offers, agreements and deliveries between Lagripro B.V. and its business customers. The terms and conditions are available via [docs.lagri.pro](http://docs.lagri.pro) and will be provided free of charge upon request.

*This is an English translation of the Dutch "Algemene Verkoop- en Leveringsvoorwaarden" of Lagripro B.V. In the event of any discrepancy or difference in interpretation between the Dutch and English versions, the Dutch version shall prevail.*

## 1 Definitions

- In these General Terms and Conditions of Sale and Delivery, the following terms shall have the following meanings:
- 1.1 Lagripro: Lagripro B.V., with company details as stated in the header of these Terms, acting as seller.
  - 1.2 Buyer: the legal entity or natural person acting in the exercise of a profession or business, with whom Lagripro enters into an Agreement or to whom Lagripro makes an Offer.
  - 1.3 Parties: Lagripro and Buyer jointly.
  - 1.4 Agreement: any agreement between Lagripro and Buyer to which these Terms apply, including any additions, amendments and follow-up agreements.
  - 1.5 Offer: any quotation, price proposal or proposal to conclude an Agreement made by Lagripro to Buyer.
  - 1.6 Goods: all products to be delivered or delivered by Lagripro, including – but not limited to – buckwheat hulls, millet hulls, spelt hulls, linseed (not intended for human consumption), cherry stones and grape seeds, as well as related plant-based raw materials.
  - 1.7 Terms: these General Terms and Conditions of Sale and Delivery of Lagripro.
  - 1.8 In Writing: by letter, by e-mail or by any other electronic means of communication accepted by the Parties, the content of which can be recorded and reproduced.
  - 1.9 Storage Instructions: the instructions drawn up by Lagripro per product for the storage, transport and processing of the Goods, available via [docs.lagri.pro](http://docs.lagri.pro).
  - 1.10 Business Day: Monday to Friday, with the exception of public holidays generally recognised in the Netherlands.
  - 1.11 Confidential Information: all information that the Parties receive from or become aware of about each other in the context of the Agreement, the confidential nature of which is reasonably apparent. This includes in any event: prices, price arrangements, discounts, customer and supplier data, order data (including order dates and quantities), business processes, product specifications, technical data, commercial strategies and all information designated as confidential.

## 2 Applicability and accessibility

- 2.1 These Terms apply to all Offers, Agreements and deliveries between Lagripro and Buyer, as well as to all legal relationships arising from or connected with them, unless the Parties have expressly agreed otherwise In Writing.
- 2.2 By requesting an Offer, placing an order or accepting a delivery, Buyer accepts the applicability of these Terms.
- 2.3 The applicability of any general terms and conditions used by Buyer, under whatever name, is hereby expressly rejected. Terms and conditions of Buyer shall only bind Lagripro if and to the extent that they have been expressly accepted by Lagripro In Writing.
- 2.4 Deviations from or additions to these Terms are only valid if and to the extent confirmed In Writing by Lagripro. Such a deviation or addition applies only to the Agreement in question and not to future Agreements, unless agreed otherwise In Writing.
- 2.5 These Terms are available via [docs.lagri.pro](http://docs.lagri.pro) and will be provided to Buyer free of charge upon first request. The version of the Terms in force at the time the Agreement is concluded applies to that Agreement.
- 2.6 The rights and claims stipulated for the benefit of Lagripro under these Terms and any further agreements equally apply for the benefit of intermediaries, auxiliary persons and other third parties engaged by Lagripro.
- 2.7 If these Terms are made available in several languages, the Dutch version shall prevail in the event of differences in interpretation.

## 3 Offers, formation and amendment

- 3.1 All Offers from Lagripro, in whatever form, are without obligation and valid for fourteen (14) days after their date, unless another period is stated in the Offer or the Offer is revoked in the meantime.
- 3.2 Offers are based on the data provided by Buyer. Lagripro is not obliged to fulfil an Offer if this data proves to be incorrect, incomplete or unrepresentative.
- 3.3 Offers do not automatically apply to future Agreements or repeat orders.
- 3.4 An Agreement is concluded at the moment that: a. Lagripro has confirmed an order placed by Buyer In Writing; or b. Lagripro performs the order, including dispatch or making the Goods available for collection.
- 3.5 Agreements entered into orally, by telephone or otherwise by employees or representatives of Lagripro shall only bind Lagripro after confirmation In Writing by or on behalf of Lagripro to Buyer.
- 3.6 Buyer is bound by the content of Lagripro's confirmation In Writing if Buyer does not object to its content In Writing within five (5) Business Days after the dispatch of that confirmation.
- 3.7 Images, product information, samples, weight and dimensional

specifications and specifications provided by Lagripro are indicative. Minor deviations inherent to natural products do not entitle Buyer to rejection, price reduction, dissolution or compensation. The provisions of Article 9 (Conformity and natural product) apply accordingly.

- 3.8 Obvious errors or clerical mistakes in Offers, confirmations or other communications from Lagripro do not bind Lagripro and may be corrected by Lagripro.

## 4 Prices, loading and transport costs

- 4.1 All prices stated by Lagripro are in euros and exclusive of value added tax (VAT), loading, transport, insurance and other additional costs, unless expressly stated otherwise In Writing.
- 4.2 The rates stated in these Terms apply at the time of publication. Amended rates apply to Agreements concluded after publication of the amended Terms.
- 4.3 If, between the time the Agreement is concluded and the time of delivery, cost-determining factors change – including, but not limited to: purchase prices, harvest prices, exchange rates, energy, fuel, transport and labour costs, levies, excise duties, import duties and government measures – Lagripro is entitled to pass on these changes to Buyer.
- 4.4 In the event of a price increase of more than ten percent (10%) compared to the agreed price, Buyer is entitled to dissolve the Agreement In Writing, insofar as it has not yet been performed, within five (5) Business Days after Lagripro has announced the price increase. Dissolution on the basis of this clause does not entitle Buyer to any form of compensation.
- 4.5 Loading costs upon collection. Upon collection by or on behalf of Buyer at the premises of Lagripro or at a storage location designated by Lagripro of a partner engaged by it, loading costs of € 9 (nine euros) excl. VAT per pallet will be charged.
- 4.6 Collection window and no-show. Collection takes place exclusively on a date and time window agreed in advance with Lagripro. If Buyer or the carrier engaged by Buyer does not appear within the agreed time window, or does not appear on the agreed date ("no-show"), Buyer owes a fixed no-show fee of € 40 (forty euros) excl. VAT per occurrence, in addition to the loading costs referred to in clause 4.5.
- 4.7 Transport costs upon delivery. If Lagripro arranges transport, transport costs are calculated per Agreement and communicated to Buyer at the time of order confirmation. Lagripro does not apply free (franco) delivery, unless expressly agreed otherwise In Writing.
- 4.8 Fuel and transport levies. If Lagripro is confronted by its carriers with fuel surcharges, diesel levies, toll charges, cooling surcharges or other transport-related levies, Lagripro is entitled to pass these on to Buyer on a one-to-one basis for deliveries that take place after the levy has been announced to Buyer.
- 4.9 Packaging. Standard packaging is included in the price. For deviating or additional packaging at Buyer's request, the provisions of clause 4.10 (Additional handling at Buyer's request) apply. The provisions of Article 12 (Packaging and pallets) apply.
- 4.10 Additional handling at Buyer's request. If Buyer requests additional handling that falls outside standard processing – including, but not limited to: restacking onto a different type of pallet, use of specific wrapping film, supply of pallets, deviating labelling, repackaging or a deviating load configuration – these will be charged in accordance with Lagripro's rate list in force at the time of the Agreement, available via [docs.lagri.pro](http://docs.lagri.pro). Work not included in the rate list will be charged on the basis of the costs actually incurred, increased by the handling fee per commenced quarter of an hour in accordance with the rate list. Lagripro will, where possible, inform Buyer in advance of the expected costs.

## 5 Minimum Order Quantities

- 5.1 The standard minimum order quantity (MOQ) is one (1) full pallet per type of Goods. If Buyer purchases more, this must be done in multiples of a full pallet per type of Goods.
- 5.2 The exact quantity per pallet – expressed in weight, volume or units – may vary per product and per harvest and is determined by Lagripro on the basis of the batch available at that time. Minor deviations in the quantity per pallet do not entitle Buyer to rejection, price reduction, dissolution or compensation.
- 5.3 Orders below the minimum order quantity are in principle not accepted as a business wholesale order. In that case, Buyer is referred to Lagripro's webshop for smaller quantities.
- 5.4 Non-bulk order upon request. If a business Buyer is demonstrably unable to place an order via the webshop, Lagripro may, upon request, process a non-bulk order. For such an order, the prices stated on the webshop apply, increased by administration costs of € 19.50 (nineteen euros and fifty cents) excl. VAT per order. The other provisions of these Terms – including the provisions regarding loading, transport and packaging costs – remain fully applicable. Lagripro reserves the right to refuse such a request without stating reasons.
- 5.5 Lagripro is entitled to apply deviating minimum order quantities for specific products or customer segments, provided these are agreed with Buyer In Writing or communicated in advance.

## 6 Delivery, collection and transfer of risk

- 6.1 Method of delivery. The method of delivery is recorded In Writing per Agreement in the order confirmation. If nothing is expressly agreed otherwise, the method of delivery is determined by Lagripro.
- 6.2 Delivery modalities. Delivery takes place according to one of the following modalities: a. Collection (EXW – Ex Works, Incoterms® 2020): Buyer collects the Goods at the premises of Lagripro or at a storage location designated by Lagripro. The Goods are made available and loaded by Lagripro for collection. Risk passes to Buyer as soon as the Goods have been loaded onto the means of transport of Buyer or the carrier engaged by Buyer. b. Delivery (DAP – Delivered at Place, Incoterms® 2020): Lagripro arranges the transport of the Goods to the delivery address specified by Buyer. Risk passes to Buyer as soon as the Goods have been made available for unloading at the delivery address.
- 6.3 Unloading and unloading capacity. Unloading at the delivery address is carried out by or at the expense of Buyer, unless agreed otherwise In Writing. Buyer ensures that the delivery address is properly accessible and that sufficient unloading capacity is available for each delivery, including a functioning forklift or comparable loading equipment.

- 6.4 Duty to report absence of unloading capacity. For each first delivery to a new delivery address – as well as in the event of changes in the unloading capacity at an existing address – Buyer is obliged to inform Lagripro In Writing in advance if no forklift or comparable loading equipment is available. In that case, Lagripro will engage a carrier equipped with a tail lift and pallet truck. The associated additional costs will be charged separately. If Buyer fails to comply with this reporting obligation correctly or at all and delivery cannot therefore take place in whole or in part, all resulting costs – including wasted-trip, rescheduling and re-storage costs – shall be borne by Buyer.
- 6.5 Transfer of ownership and risk. Ownership of the Goods passes to Buyer in accordance with the provisions of Article 15 (Retention of title). The risk of loss, damage or depreciation of the Goods passes to Buyer at the time specified in clause 6.2, irrespective of whether ownership has already passed.
- 6.6 Partial deliveries. Lagripro is entitled to perform the Agreement in parts. Each partial delivery may be invoiced separately. Shortcomings in one partial delivery do not entitle Buyer to any rights in respect of other partial deliveries or other obligations under the Agreement.
- 6.7 Refusal by Buyer. If Buyer does not take delivery of the Goods at the agreed time, or refuses to accept the Goods, the Goods remain at Buyer's risk. Lagripro is entitled to store the Goods at Buyer's expense and risk, or to dissolve the Agreement In Writing, without prejudice to Lagripro's right to performance and/or compensation. All costs arising from refusal – including storage, transport and rescheduling costs – shall be borne by Buyer.
- 6.8 Delivery on call. If delivery on call has been agreed without a period being specified, Buyer must call off all Goods within three (3) months after the conclusion of the Agreement. After this period, Lagripro is entitled to summon Buyer In Writing to communicate, within three (3) Business Days, a call-off period of no more than three (3) months. If Buyer fails to comply with this or does not meet the communicated period, Lagripro is entitled to store the Goods at Buyer's expense and risk or to dissolve the Agreement In Writing, without prejudice to its right to performance and/or compensation.
- 6.9 Right of refusal or suspension by Lagripro. Lagripro is entitled to refuse an order in whole or in part or to suspend its performance if: a. Buyer has outstanding invoices that have exceeded the agreed payment term; b. Lagripro has well-founded reasons to doubt Buyer's creditworthiness; c. the quantity ordered exceeds the available stock; d. Buyer fails to provide security as referred to in Article 17 (Credit management and security).
- 6.10 Delivery times indicative. Delivery times stated by Lagripro are indicative; time is not of the essence. Exceeding a delivery time does not entitle Buyer to suspension, dissolution or compensation, except in the case of intent or deliberate recklessness on the part of Lagripro. Lagripro will make reasonable efforts to meet the agreed delivery time.
- 6.11 Default upon exceeding. If an agreed delivery time has been exceeded, Lagripro is only in default after a notice of default In Writing setting a reasonable period for performance of at least fourteen (14) days, and performance still fails to occur within that period.
- 7 Custom orders and deviating specifications**
- 7.1 A custom order is understood to mean: an order for Goods that do not belong to Lagripro's regular range, or Goods that Lagripro purchases or has produced specifically for Buyer, including Goods with customer-specific packaging, labelling or branding. The provisions of Article 21 (Non-circumvention and source confidentiality) apply.
- 7.2 Deviating specifications are understood to mean: an order for Goods from Lagripro's regular range where Buyer imposes deviating requirements regarding – among other things – grinding, sieving, moisture content, packaging, labelling or composition.
- 7.3 Formation and confirmation. A purchase on customer order or an order with deviating specifications is only concluded after express confirmation In Writing by Lagripro, setting out the deviating price, delivery time and specifications.
- 7.4 Advance payment. Lagripro is entitled to require full or partial advance payment for a purchase on customer order or an order with deviating specifications before proceeding to purchase, production or processing. Cancellation excluded. Orders as referred to in this Article can no longer be cancelled after confirmation In Writing by Lagripro. If Buyer nevertheless cancels the order or refuses to take delivery, Buyer owes the full agreed purchase price, without prejudice to Lagripro's right to compensation for other damage and costs.
- 7.6 Return excluded. Goods that have been purchased, produced or processed pursuant to this Article are not taken back by Lagripro, except in the case of an attributable shortcoming by Lagripro that cannot be remedied within a reasonable period.
- 7.7 Tolerances for natural products. Given the nature of the Goods as a natural product, Lagripro is entitled to deviate by plus or minus five percent ( $\pm 5\%$ ) from the agreed quantity, expressed in kilograms, tonnes or another unit of weight or volume. Invoicing is based on the quantity actually delivered. Wider or stricter tolerances agreed In Writing prevail over this clause.
- 7.8 Non-conformity for deviating specifications. Lagripro will make reasonable efforts to match the specifications provided by Buyer as closely as possible. Given the natural variation in the Goods, minor deviations from the specifications cannot be excluded and do not constitute a shortcoming.
- 7.9 Approval on the basis of a sample and/or analysis report. Lagripro is entitled, prior to purchase, production or processing, to submit a sample of the Goods, an analysis report from a third party engaged by Lagripro or its producer, or both, to Buyer for approval. Lagripro is not obliged to proceed with purchase, production or processing until it has received approval In Writing from Buyer and – where applicable – a purchase order from Buyer. After approval In Writing, Buyer can no longer invoke deviations of the Goods that are apparent from, or were reasonably apparent from, the approved sample and/or analysis report.
- 8 Inspection upon delivery and duty to complain**
- 8.1 Inspection upon receipt. Buyer is obliged to inspect (or have inspected) the Goods immediately upon receipt for: a. the number of packages and pallets; b. the nature and type of the Goods; c. externally observable defects, including transport damage, damaged packaging, moisture damage and visible contamination.
- 8.2 Visible defects and transport damage. Deviations in quantity or visible defects and transport damage must be noted by Buyer on the consignment note, packing slip or receipt immediately upon receipt. Buyer is further obliged to report these deviations to Lagripro In Writing within twenty-four (24) hours of receipt of the Goods, accompanied by a description of the deviation and, where possible, photographic material. In the absence of a note on the receipt and report In Writing within twenty-four (24) hours, Buyer is deemed to have received the Goods in sound condition and in the agreed quantity.
- 8.3 Hidden defects. Defects that could not reasonably be discovered during the inspection referred to in clause 8.1 must be reported by Buyer to Lagripro In Writing within seven (7) days of discovery, or within seven (7) days after Buyer should reasonably have discovered the defect. Any complaint about hidden defects lapses in any event three (3) months after the delivery date, regardless of the time of discovery. If a shorter storage period applies to the relevant product pursuant to the Storage Instructions, that shorter period applies as the final deadline for reporting. Content of the complaint. A complaint as referred to in this Article must contain at least: a. a detailed description of the defect; b. the batch or lot data, the order number and the delivery date; c. where available: photographic material and/or an independent analysis report; d. a statement of the manner of storage and processing of the Goods since delivery.
- 8.5 Investigation and burden of proof. Buyer shall, upon first request, enable Lagripro to inspect (or have inspected) the Goods at the location where they are situated and shall make samples available. Buyer bears the burden of proving that the defect already existed at the time of delivery and did not arise due to improper storage, transport or processing on its part or on the part of its customers.
- 8.6 Processing and resale. If Buyer has processed, mixed, resold or otherwise handled the Goods in whole or in part in such a way that investigation by Lagripro is no longer possible, any complaint in this respect lapses, unless Buyer demonstrates that the processing or resale had already taken place before the defect could reasonably be discovered.
- 8.7 Forfeiture of rights. Failure to comply, or to comply in time or correctly, with the obligations set out in this Article leads to the forfeiture of all rights of Buyer in respect of the defect concerned.
- 8.8 No suspension. A complaint does not release Buyer from its payment obligation. Buyer is not entitled to suspend its payment or to set it off on the basis of a (alleged) complaint.
- 8.9 Consequence of a justified complaint. If Lagripro finds a complaint to be justified, it is obliged, at its option, to: a. redeliver the missing or defective part; b. credit the defective part against the invoice value; or c. remedy the defect, insofar as reasonably possible. Any further liability of Lagripro is excluded, except as provided in Article 13 (Liability).
- 9 Conformity and natural product**
- 9.1 Nature of the Goods. Buyer acknowledges and accepts that the Goods are plant-based natural products. Properties such as colour, smell, moisture content, particle size, structure, density, oil content, dust content, composition and the presence of small quantities of plant residues such as twigs and leaves may vary per harvest, batch, region and season. Such variations are inherent to the nature of the Goods and do not constitute a defect or shortcoming.
- 9.2 Pests and biological contamination. Lagripro will make reasonable efforts to deliver the Goods free from visible pests and biological contamination. Buyer acknowledges that plant-based natural products cannot be free from spores, larvae, insects or other biological micro-organisms that are inherent to the nature of the Goods and that may develop under unfavourable conditions – including damp or warm storage. The presence of small quantities of pests or biological contamination that is customary in the trade for the relevant type of Goods does not constitute a defect or shortcoming. Lagripro is not liable for pests or biological contamination that develops after delivery, unless Buyer demonstrates that this was already present at delivery to an extent exceeding what is customary in the trade and that the Goods have since been stored in accordance with the Storage Instructions.
- 9.3 Quality customary in the trade. Unless expressly agreed otherwise In Writing, the Goods comply with the quality that is customary in the trade for the relevant type of product. Lagripro provides no further warranty regarding specific properties or suitability for a particular purpose.
- 9.4 Samples indicative. If Buyer has received a sample or analysis report prior to the Agreement, this serves to determine the general, average quality of the Goods to be delivered. Minor deviations between the sample or analysis report and the delivered Goods are permitted and do not constitute a shortcoming, except as provided in Article 7.9.
- 9.5 No warranty for specific application. Lagripro does not warrant that the Goods are suitable for a specific application intended by Buyer, unless that application has been agreed In Writing and Lagripro has expressly confirmed that suitability In Writing. Buyer is itself responsible for the selection, testing and use of the Goods for its intended application.
- 9.6 Not intended for human consumption or regulated applications. The Goods are delivered by Lagripro as a plant-based raw material and are not intended for human consumption or for other regulated applications, unless expressly agreed otherwise In Writing and Lagripro has submitted a valid certification or analysis report from a recognised third party for the relevant batch In Writing. Buyer is responsible for complying with all applicable laws and regulations in the application of the Goods, including – but not limited to – regulations concerning foodstuffs, cosmetics, toys, animal feed or medical devices.
- 9.7 Change of properties due to storage and lapse of time. Buyer acknowledges that properties of the Goods – including moisture content, colour, smell, structure, density and oil content – may change due to storage, transport, lapse of time and environmental conditions. Lagripro is not liable for changes in the properties of the Goods that occur after the moment of transfer of risk as referred to in Article 6.5.
- 9.8 Product information indicative. Product information provided by Lagripro – including specification sheets, analysis reports, photos, descriptions, weight and dimensional specifications – gives a general indication of the Goods and is not binding in respect of every individual delivery, except insofar as a specific analysis report has been agreed In Writing as binding

- for a particular batch.
- 9.9 No warranty unless In Writing. Lagripro provides no warranty in respect of the Goods, except if and to the extent that a warranty has been expressly agreed In Writing. If a warranty has been agreed, only the conditions and duration recorded In Writing apply. In the event of a justified claim under a warranty agreed In Writing, Lagripro is obliged, at its option, to redeliver or to credit, in accordance with Article 8.9. Any further liability is excluded, except as provided in Article 13 (Liability).
- 9.10 Production qualification and certification. The Goods are by default delivered by Lagripro without certification status, unless expressly agreed otherwise In Writing for a specific batch and Lagripro has submitted a valid certificate from a recognised certifying body for that batch. Only if and to the extent that Lagripro has confirmed such certification In Writing for a specific batch may Buyer resell or designate that batch under the certified qualification, provided this is fully in accordance with the applicable laws and regulations and with the requirements attached to the certification. Any designation, claim or reference by Buyer regarding a specific production method, quality status or certification – including designations on packaging, labels, websites, offers or in commercial communications – is permitted only insofar as Lagripro has confirmed this In Writing for the relevant batch. Buyer indemnifies Lagripro against all claims, fines and damage arising from designations or claims made by Buyer that have not been confirmed by Lagripro or that are contrary to applicable laws and regulations.
- 10 Storage Instructions and indemnification**
- 10.1 Storage Instructions. Lagripro makes Storage Instructions available per product via docs.lagri.pro. These Storage Instructions contain guidelines for storage, packaging, stock management and recommended processing periods. By placing an order, Buyer declares to have taken note of the Storage Instructions in force at that time for the Goods ordered.
- 10.2 Responsibility of Buyer. From the moment of transfer of risk as referred to in Article 6.5, Buyer is itself responsible for the manner of storage, transport and processing of the Goods. It is for Buyer to assess whether its storage conditions and business operations are in accordance with the Storage Instructions.
- 10.3 Consequences of non-compliance. If the Storage Instructions have not been complied with, or not in full, any claim by Buyer against Lagripro lapses in respect of: a. pests, mould, moisture, changes in smell or colour and other changes in quality; b. loss of shelf life or usability; c. reduction of suitability for any application; d. any other deviation or shortcoming attributable in whole or in part to improper storage, transport or processing.
- 10.4 Burden of proof. For any complaint regarding the quality, shelf life or suitability of the Goods, Buyer bears the burden of proving that the Storage Instructions have been complied with continuously and in full from the moment of transfer of risk until the moment the deviation was discovered.
- 10.5 Duty to pass on. Buyer undertakes to pass on the Storage Instructions to its own customers, processors or other parties to whom it onward-delivers the Goods. Buyer ensures that these parties too are aware of and bound by the Storage Instructions.
- 10.6 Indemnification by Buyer. Buyer indemnifies Lagripro against all claims by third parties – including, but not limited to, claims by Buyer's customers, end users and supervisory authorities – that arise in whole or in part from: a. non-compliance with the Storage Instructions by Buyer or by its customers; b. incorrect, incomplete or unauthorised designations or claims by Buyer as referred to in Article 9.10; c. use of the Goods for a purpose for which the Goods have not been declared suitable by Lagripro In Writing; d. resale or onward delivery of the Goods without the Storage Instructions having been passed on to the customer.
- 10.7 Amendment of Storage Instructions. Lagripro is entitled to amend the Storage Instructions from time to time on the basis of advancing insight, changed product properties or changes in applicable regulations. The version of the Storage Instructions in force at the time of the Agreement applies to the relevant delivery.
- 11 Returns**
- 11.1 Prior approval In Writing required. The return of Goods by Buyer is only permitted after prior approval In Writing from Lagripro. Goods returned without such approval are refused by Lagripro and remain at Buyer's expense and risk.
- 11.2 Request for return. A request for return must be submitted by Buyer to Lagripro In Writing and must contain at least: a. the order number and the delivery date; b. the batch or lot data; c. a description of the reason for the return; d. the quantity and condition of the Goods to be returned.
- 11.3 Conditions for return. A return is only possible if: a. the Goods are in their original, unopened and undamaged packaging; b. the Goods have demonstrably been stored in accordance with the Storage Instructions; c. the return takes place within the period indicated by Lagripro In Writing; d. the Goods have not been processed, mixed, repackaged, labelled or otherwise treated.
- 11.4 Excluded from return. The following are not eligible for return: a. Goods purchased, produced or processed pursuant to Article 7 on customer order or with deviating specifications; b. Goods for which the Storage Instructions have not demonstrably been complied with; c. Goods whose packaging has been opened, damaged or from which labels have been removed or to which labels have been applied; d. Goods that have been provided by Buyer or third parties with their own branding, labelling or designations.
- 11.5 Method of dispatch. Approved returns are sent carriage-paid (franco) by Buyer, in a manner indicated by Lagripro and to an address designated by Lagripro. The transport risk lies with Buyer until the moment of receipt and inspection by Lagripro.
- 11.6 Inspection and approval. After receipt, Lagripro inspects the returned Goods against the conditions in clause 11.3. If the Goods do not meet these conditions, Lagripro is entitled to refuse the return after all. Refused returns remain at Buyer's expense and risk and may, at Buyer's request, be returned against reimbursement of transport costs, or be destroyed by Lagripro if Buyer does not indicate within fourteen (14) days after notification that it wishes to take the Goods back.
- 11.7 Crediting and administration costs. After receipt and approval of the return, Lagripro credits Buyer for the value of the returned Goods against the original invoice value, less ten percent (10%) administration and handling costs, with a minimum of € 25 (twenty-five euros) excl. VAT. Loading, transport, packaging and any additional handling costs as referred to in Article 4 are not credited.
- 11.8 Return due to attributable shortcoming. The provisions of clause 11.7 do not apply if the return is the result of an attributable shortcoming acknowledged by Lagripro. In that case the Goods are credited at full invoice value and the actual transport costs of the return are borne by Lagripro. Handling takes place in accordance with Article 8.9.
- 12 Packaging and pallets**
- 12.1 No return of packaging. Packaging is not taken back by Lagripro, unless expressly agreed otherwise In Writing. Packaging sent by Buyer without prior approval In Writing from Lagripro does not qualify as a return and is regarded as being at Buyer's expense and risk.
- 12.2 Pallets. Lagripro does not operate a pallet exchange system, unless expressly agreed otherwise In Writing. The pallets delivered to Buyer become the property of Buyer, without prejudice to the provisions of Article 15 (Retention of title) regarding the Goods delivered on the pallets.
- 12.3 Responsibility for packaging and pallets. From the moment of transfer of risk as referred to in Article 6.5, Buyer is responsible for the management, use, storage and – where applicable – disposal or processing of the packaging and pallets. Buyer ensures compliance with applicable laws and regulations regarding packaging waste and related matters.
- 12.4 Suitability of packaging. Lagripro selects the packaging reasonably, taking into account the nature of the Goods and the agreed method of delivery. Lagripro is entitled to determine the method of packaging, unless specific packaging has been expressly agreed In Writing. For requests by Buyer for deviating or additional packaging, the provisions of Article 4.10 (Additional handling at Buyer's request) apply.
- 13 Liability**
- 13.1 General. Lagripro's liability for damage suffered by Buyer, on whatever ground, is limited in accordance with the provisions of this Article.
- 13.2 Excluded damage. Lagripro is in no event liable for indirect damage, including – but not limited to – consequential damage, loss of profit, lost savings, lost turnover, damage due to business interruption, reputational damage, damage to third parties and damage arising from claims by Buyer's customers.
- 13.3 Limitation to insurance cover. Lagripro's liability is in all cases limited to the amount that is paid out in the relevant case by Lagripro's commercial liability insurance, increased by the deductible (eigen risico) under that insurance.
- 13.4 Subsidiary limitation. If, for whatever reason, no payment is made under the insurance referred to in clause 13.3, Lagripro's liability is limited to the invoice amount of the relevant Agreement, excluding VAT, with a maximum of € 5,000 (five thousand euros) per event or connected series of events. For Agreements with a duration or performance of more than six (6) months, liability is moreover limited to the invoice amount of the deliveries that took place in the six (6) months preceding the damage-causing event, with the same maximum.
- 13.5 Breaking of the limitation. The limitations of liability set out in this Article do not apply if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Lagripro itself or of its managerial subordinates.
- 13.6 Liability of engaged third parties. Lagripro is not liable for the acts or omissions of third parties engaged by it – including carriers, storage partners, producers and suppliers – other than insofar as Lagripro is liable for them under Dutch law on the basis of a mandatory provision.
- 13.7 Time limit for claims. Any claim by Buyer against Lagripro lapses by the mere passage of six (6) months after the claim arose, insofar as Buyer has not, within that period, brought legal proceedings against Lagripro. The provisions of this clause are without prejudice to the provisions of Article 8 (Inspection upon delivery and duty to complain) and the limitation period set out in the final provisions of these Terms.
- 14 Force majeure**
- 14.1 Definition of force majeure. Force majeure in these Terms means any circumstance independent of Lagripro's will that prevents or hinders the performance of its obligations towards Buyer in whole or in part, or as a result of which performance cannot reasonably be required of Lagripro, regardless of whether that circumstance was foreseeable at the time the Agreement was concluded.
- 14.2 Examples of force majeure. The following are in any event – but not exclusively – regarded as force majeure: a. war, threat of war, terrorism, riot, molestation, sabotage, insurrection and comparable disturbances of public order; b. natural disasters, floods, earthquakes, storm, fire and extreme weather conditions; c. pandemics, epidemics, quarantine measures and associated government measures; d. government measures, sanctions, import and export restrictions, refusals of permits and changes in regulations; e. cyberattacks, disruptions in IT or telecommunications systems and disruptions in energy or utility supplies; f. strikes, lockouts and other labour disputes, both at Lagripro and at its suppliers or carriers; g. shortcomings, delays or failure of suppliers, producers, storage partners or carriers; h. crop failures, crop diseases, pest outbreaks, drought and other agricultural setbacks affecting the availability of the Goods; i. transport and logistics disruptions, including blockades, congestion and closure of transport routes or borders; j. illness or unavailability of key personnel, insofar as replacement is not reasonably and timely possible; k. defects in or unavailability of aids, means of transport or raw materials.
- 14.3 Suspension of obligations. In the event of force majeure, Lagripro's obligations are suspended for the duration of the force majeure. Lagripro will inform Buyer In Writing as soon as possible about the occurrence of the force majeure situation and, where possible, give an indication of the expected duration.
- 14.4 No compensation. Lagripro is not liable for any damage suffered by Buyer as a result of the force majeure situation, including damage due to delayed or non-delivery.
- 14.5 Dissolution in case of prolonged force majeure. If the force majeure situation continues for more than three (3) months, each of the Parties is

- entitled to dissolve the Agreement In Writing, insofar as it has not yet been performed, without any compensation being due. What has already been performed is settled proportionally.
- 14.6 Partial performance in case of force majeure. If, at the onset of force majeure, Lagripro has already partially fulfilled its obligations, or can only partially fulfil its obligations, Lagripro is entitled to invoice the part already delivered or the deliverable part separately. Buyer is obliged to pay this invoice as if it were a separate Agreement.
- 14.7 Pass-through of force majeure in the chain. If a supplier, producer, storage partner or carrier of Lagripro invokes force majeure towards Lagripro, this also qualifies as force majeure in the relationship between Lagripro and Buyer.
- 15 Retention of title**
- 15.1 Retention of title. All Goods delivered by Lagripro to Buyer remain the property of Lagripro until Buyer has fully fulfilled all its payment obligations towards Lagripro in respect of: a. all Goods delivered or yet to be delivered by Lagripro to Buyer; b. all work or services performed or yet to be performed by Lagripro for the benefit of Buyer; c. all claims due to Buyer's failure to perform an Agreement, including interest, costs, compensation and fines.
- 15.2 Prohibition on alienation and pledging. As long as the retention of title rests on the Goods, Buyer is not permitted to: a. transfer ownership of the Goods to third parties, other than within the framework of its normal business operations; b. pledge the Goods or otherwise encumber them with a limited right; c. make the Goods available as security to financiers or other third parties.
- 15.3 Resale within normal business operations. Resale of the Goods within the framework of Buyer's normal business operations is permitted. Buyer assigns in advance – insofar as legally required – to Lagripro all claims arising from the resale of the Goods to third parties, as security for everything that Buyer owes or will owe to Lagripro. Lagripro accepts this assignment in advance. Buyer is obliged, upon first request of Lagripro, to notify the relevant third parties of this assignment, or to enable Lagripro to give that notification itself.
- 15.4 Processing, mixing and creation of a new product. If the Goods are processed, mixed, worked or incorporated into other goods by Buyer, the following applies: a. Lagripro is deemed to be the owner of the new item thus created, in proportion to the value of the Goods originally delivered; b. insofar as ownership of the new item does not accrue to Lagripro, Buyer assigns to Lagripro in advance a co-ownership right in the new item, in proportion to the value of the Goods originally delivered; c. Buyer holds the new item for Lagripro until the moment of full payment.
- 15.5 Identification and safekeeping. Buyer is obliged to keep the Goods subject to retention of title with due care and as identifiable property of Lagripro. Buyer ensures adequate insurance of the Goods against risks such as theft, fire, water and storm damage. Buyer informs Lagripro, upon first request, of the location where the Goods are situated.
- 15.6 Right of repossession. If Buyer fails to fulfil any obligation towards Lagripro, or fails to fulfil it in time or properly, as well as in the event of bankruptcy, suspension of payment, debt restructuring, attachment, closure or liquidation of Buyer, Lagripro is entitled – without notice of default or judicial intervention – to repossess (or have repossessed) the Goods subject to retention of title at the locations where they are situated. Buyer hereby grants Lagripro irrevocable permission to enter the locations necessary for this purpose.
- 15.7 Duty to cooperate. Buyer is obliged to give Lagripro all cooperation reasonably necessary to enable Lagripro to exercise its rights under this Article. In the event of attachment, bankruptcy or comparable circumstances, Buyer is obliged to inform Lagripro thereof without delay In Writing and – where applicable – to inform the attaching bailiff or insolvency administrator (curator) of Lagripro's retention of title.
- 15.8 Costs and fine. All costs associated with the repossession of the Goods, including transport, storage and legal costs, shall be borne by Buyer. If Buyer fails to cooperate, or to cooperate fully, with the repossession or the duty to cooperate referred to in clause 15.7, Buyer forfeits to Lagripro an immediately payable fine of € 500 (five hundred euros) for each day that the breach continues, without prejudice to Lagripro's right to full compensation.
- 15.9 Transfer of ownership upon full payment. As soon as Buyer has fulfilled all its payment obligations towards Lagripro, ownership of the Goods passes to Buyer – insofar as they are still held by Buyer or a third party and have not lost their independent identity through processing, mixing or creation of a new product.
- 15.10 International retention of title. For deliveries to Buyers outside the Netherlands, the most far-reaching retention of title that can be stipulated under the law of the country where the Goods are situated shall apply. If the applicable law requires additional formalities for a valid retention of title, Buyer is obliged to cooperate therewith upon first request of Lagripro.
- 16 Payment terms**
- 16.1 Method of invoicing. Lagripro invoices Buyer per Agreement, or per (partial) delivery. Lagripro is entitled to invoice electronically. Buyer accepts electronic invoices sent to the e-mail address provided by it as legally valid.
- 16.2 Advance payment first order. The first Agreement between Lagripro and a Buyer, as well as any first Agreement after an interruption of the trade relationship of more than twelve (12) months, is performed only after full advance payment by Buyer. Lagripro is entitled to require advance payment in other cases as well, including for Agreements as referred to in Article 7 (Custom orders and deviating specifications).
- 16.3 Payment term. Unless expressly agreed otherwise In Writing, payment of invoices must be made within thirty (30) days of the invoice date, without any deduction, discount, suspension or set-off, to a bank account designated by Lagripro and in the currency in which the invoice was issued.
- 16.4 Default by operation of law. Upon exceeding the payment term, Buyer is in default by operation of law, without any further notice of default being required.
- 16.5 Statutory commercial interest. From the moment of default, Buyer owes the statutory commercial interest as referred to in Article 6:119a of the Dutch Civil Code on the outstanding amount, increased by two percent (2%) per annum, until the moment of full payment.
- 16.6 Extrajudicial collection costs. If Buyer is in default in the timely fulfilment of its payment obligations, all reasonable costs for obtaining payment out of court shall be borne by Buyer. These costs amount to fifteen percent (15%) of the outstanding amount, with a minimum of € 150 (one hundred and fifty euros) excl. VAT, without prejudice to Lagripro's right to compensation for the extrajudicial costs actually incurred insofar as these exceed the fixed amount.
- 16.7 Allocation of payments. Payments made by Buyer are applied in the first place to the costs incurred, then to the interest due and finally to the oldest payable principal and the current interest. Lagripro is entitled to refuse a deviating allocation proposed by Buyer without thereby falling into default.
- 16.8 No set-off or suspension. Buyer is not entitled to suspend its payment obligations, to set them off against any counterclaim or to refuse payment on the basis of complaints, alleged shortcomings or any other reason. Objections to the amount or content of an invoice do not suspend the payment obligation.
- 16.9 Objection to invoice. Objections to the amount or content of an invoice must be submitted by Buyer to Lagripro In Writing and with reasons within fourteen (14) days of the invoice date. After this period, Buyer is deemed to have accepted the invoice.
- 16.10 Immediate payability. In the following cases, all claims of Lagripro against Buyer, including those not yet payable, become immediately and fully payable: a. liquidation, bankruptcy, suspension of payment, debt restructuring or application of the WHOA (Dutch Act on Court Confirmation of Extrajudicial Restructuring Plans) in respect of Buyer; b. attachment of Buyer's assets; c. cessation or transfer of Buyer's business; d. failure to fulfil, or to fulfil in time or in full, any payable payment obligation towards Lagripro; e. failure to comply with a request for security as referred to in Article 17 (Credit management and security).
- 16.11 Provision of security. If Lagripro has well-founded reasons to doubt the timely fulfilment of Buyer's payment obligations, Lagripro is entitled, before (further) performance of the Agreement, to require Buyer to provide sufficient security for the fulfilment of its payment obligations, in a form to be indicated by Lagripro. The provisions of Article 17 apply.
- 16.12 Return to advance payment in case of repeated late payment. If Buyer has been in default in the timely fulfilment of a payment obligation twice or more within a period of twelve (12) months, Lagripro is entitled to require full advance payment for all subsequent Agreements, regardless of whether earlier invoices have since been paid. Lagripro is entitled to maintain this condition until Buyer has demonstrably shown correct payment behaviour for a period to be determined by Lagripro.
- 17 Credit management and security**
- 17.1 Credit limit. Lagripro is at all times entitled to set, amend or withdraw a credit limit or credit room for Buyer. Lagripro is not obliged to communicate the amount of a credit limit to Buyer. Exceeding a credit limit applied by Lagripro entitles Lagripro to suspend (further) deliveries or to require advance payment for them.
- 17.2 Right to require security. Lagripro is entitled, both before and during the performance of an Agreement, to require Buyer to provide sufficient security for the fulfilment of its payment and other obligations, if Lagripro has well-founded reasons to doubt the timely or full fulfilment thereof. Well-founded reasons are in any event present in the case of: a. payment arrears or repeated late payment as referred to in Article 16.12; b. a significant deterioration of Buyer's financial position or a negative credit assessment; c. a significant increase in the order amount outstanding with Buyer; d. circumstances as referred to in Article 16.10.
- 17.3 Form of security. The security to be provided by Buyer may, at Lagripro's option, consist of, among other things: full or partial advance payment, a bank guarantee, a group guarantee, a surety, a pledge or another form of security deemed acceptable by Lagripro. The security must be such that the claim of Lagripro, as well as the associated interest and costs, are sufficiently covered thereby.
- 17.4 Suspension pending provision of security. As long as Buyer has not complied with a request for the provision of security, Lagripro is entitled to suspend the performance of its obligations. Lagripro is not liable for damage suffered by Buyer as a result of this suspension.
- 17.5 Consequence of failure to provide security. If Buyer fails to comply with a request for the provision of security within a reasonable period set by Lagripro, Lagripro is entitled to dissolve the Agreement in whole or in part In Writing without judicial intervention, without prejudice to its right to compensation for damage, costs and interest.
- 17.6 Provision of information. Buyer is obliged, upon first request of Lagripro, to provide the data that Lagripro reasonably requires for the assessment of its creditworthiness. Lagripro is entitled to have Buyer's creditworthiness checked by credit information agencies and comparable institutions.
- 18 Resale and onward delivery**
- 18.1 Responsibility upon resale. If Buyer resells, onward-delivers or processes the Goods into its own products, it acts in its own name and for its own account and risk, and not as a representative of or on behalf of Lagripro. Buyer is itself responsible for the manner in which it offers, describes and places the Goods on the market, as well as for the suitability of the Goods for the end application intended by it or its customers.
- 18.2 No obligations on behalf of Lagripro. Buyer is not entitled to enter into obligations, provide warranties, make commitments or make statements on behalf of or in the name of Lagripro that bind Lagripro. Buyer indemnifies Lagripro against all claims by third parties arising from commitments, warranties or statements made by Buyer that have not been confirmed by Lagripro In Writing.
- 18.3 Duty to pass on through the chain. Buyer passes on the Storage Instructions and all relevant product, safety and application information to their customers, and imposes on them the obligation to do the same towards their customers, so that this information follows the entire distribution chain. The provisions of Articles 9, 10 and 18 remain fully applicable to Buyer upon each onward delivery.

**19 Confidentiality**

- 19.1 Duty of confidentiality. The Parties undertake to keep confidential all Confidential Information that they obtain from or about each other in the context of the Agreement. The Parties use Confidential Information solely for the purpose for which it was provided and do not disclose it to third parties without prior approval In Writing from the other Party.
- 19.2 Measures. The Parties take all reasonably required measures to safeguard the confidentiality of the Confidential Information and impose an equivalent duty of confidentiality on their employees, engaged third parties and other persons who have access to the Confidential Information on their behalf.
- 19.3 Exceptions. The duty of confidentiality does not apply to information that: a. was already lawfully known to the receiving Party without a duty of confidentiality; b. has become generally known or publicly accessible without any act of the receiving Party; c. has been lawfully obtained by the receiving Party from a third party without a duty of confidentiality applying; d. must be disclosed on the basis of a statutory obligation, court ruling or authorised government order, in which case the receiving Party informs the other Party thereof In Writing in advance, insofar as permitted; e. is provided to carriers, storage partners, advisers or other auxiliary persons engaged by a Party, insofar as that provision is reasonably necessary for the performance of the Agreement or normal business operations, and provided that the Party concerned binds these auxiliary persons to an equivalent degree of confidentiality.
- 19.4 Customer and order data. Without prejudice to the foregoing, Buyer undertakes in particular to strict confidentiality regarding prices, price arrangements, discounts, order data, order dates and order quantities. Buyer refrains from sharing information about the trade relationship with Lagripro with third parties. Buyer also refrains from using its knowledge of the trade relationship with Lagripro to identify or approach other customers or relations of Lagripro, or to share such knowledge with third parties.
- 19.5 Duration. The duty of confidentiality remains in force for the duration of the Agreement and for a period of three (3) years after its termination.
- 19.6 Fine. In the event of a breach by Buyer of the duty of confidentiality set out in this Article, Buyer forfeits to Lagripro an immediately payable fine of € 10,000 (ten thousand euros) per breach, increased by € 500 (five hundred euros) for each day that the breach continues, without prejudice to Lagripro's right to compensation for the damage actually suffered insofar as it exceeds the fine. The fine is payable without any notice of default or judicial intervention being required. Lagripro is liable towards Buyer solely for compensation of the damage actually suffered in the event of an attributable breach of its duty of confidentiality.

**20 Intellectual property**

- 20.1 Rights of Lagripro. All intellectual property rights and related rights with respect to the Goods, the trade name, the brand, the logo, product names, product information, specification sheets, analysis reports, Storage Instructions, images, texts, designs and other material produced or provided by Lagripro rest exclusively with Lagripro or its licensors. Nothing in these Terms or the Agreement serves to transfer any intellectual property right to Buyer.
- 20.2 Limited right of use. Buyer obtains only a non-exclusive, non-transferable right to use material provided by Lagripro insofar as necessary for the normal resale or normal use of the Goods. Any other use, including reproduction, publication, modification or commercial exploitation, is permitted only after prior approval In Writing from Lagripro.
- 20.3 Use of brand and trade name. Buyer is not permitted to use, register or have registered the trade name, brand, logo or other distinguishing marks of Lagripro, other than with prior approval In Writing from Lagripro. Any permission granted may be withdrawn by Lagripro at any time.
- 20.4 No removal or modification. Buyer is not entitled to remove, modify or render illegible any indications regarding intellectual property rights, brands, type numbers, certifications or origin on or accompanying the Goods, except insofar as this arises from an agreement In Writing with Lagripro.
- 20.5 Material from Buyer. If Buyer provides material to Lagripro for processing, labelling or branding – including logos, designs or texts – Buyer warrants that it is entitled to use this material and to make it available to Lagripro, and that no rights of third parties are thereby infringed. Buyer indemnifies Lagripro against all claims by third parties in this respect.
- 20.6 Infringement. Buyer informs Lagripro without delay In Writing of any (threatened) infringement by third parties of Lagripro's intellectual property rights of which Buyer becomes aware.

**21 Non-circumvention and source confidentiality**

- 21.1 Source confidentiality. The identity of the producers, suppliers and other supply chain relations of Lagripro constitutes Confidential Information within the meaning of Article 1.11. Buyer undertakes to treat this information strictly confidentially and not to disclose it to third parties, except insofar as approval In Writing from Lagripro has been obtained or disclosure arises from a mandatory statutory provision.
- 21.2 Circumvention prohibition. Buyer undertakes, for the duration of the Agreement and for a period of three (3) years after its termination, not to contact, directly or indirectly, producers, suppliers or other supply chain relations of Lagripro with the aim of: a. purchasing the Goods or comparable products directly or via a third party; b. circumventing Lagripro as an intermediary link; or c. making commercial arrangements that undermine the position of Lagripro in the supply chain. This prohibition applies exclusively to supply chain relations whose identity has become known to Buyer via or in the context of its relationship with Lagripro, and not to parties with whom Buyer was demonstrably already in contact before that knowledge or via an independent route.
- 21.3 Incomplete removal of source markings. Lagripro will make reasonable efforts to remove or render illegible labels, stickers, documents and other origin markings of its producers and suppliers prior to delivery. Lagripro does not, however, warrant that all origin markings will be removed. The fact that Buyer becomes aware of the identity of a producer or supplier in this way: a. does not give rise to any liability on the part of Lagripro; b. does not affect the confidential nature of that information as referred to in clause 21.1; and c. does not release Buyer from its obligations under clause 21.2.

- 21.4 Fine. In the event of a breach of the provisions of clause 21.1 or 21.2, Buyer forfeits to Lagripro an immediately payable fine of € 25,000 (twenty-five thousand euros) per breach, increased by € 1,000 (one thousand euros) for each day that the breach continues, without prejudice to Lagripro's right to full compensation insofar as the actual damage exceeds the fine amount. The fine is payable without any notice of default or judicial intervention being required.

**22 Final provisions**

- 22.1 Amendment of the Terms. Lagripro is entitled to amend these Terms. The amended Terms apply to Agreements concluded after publication of the amended version via docs.lagri.pro. For Agreements already concluded, the version that was in force at the time of conclusion remains applicable.
- 22.2 Transfer of rights and obligations. Buyer is not entitled to transfer its rights or obligations under the Agreement, in whole or in part, to a third party without prior approval In Writing from Lagripro. Lagripro is entitled to transfer its rights and obligations under the Agreement to a third party, including in the context of an acquisition, merger or reorganisation; Buyer hereby grants its consent and cooperation in advance.
- 22.3 Set-off by Lagripro. Lagripro is entitled to set off everything it owes to Buyer against everything that Buyer owes to Lagripro, whether or not payable.
- 22.4 Order of precedence of documents. In the event of a conflict between these Terms and an individual Agreement In Writing, the individual Agreement In Writing prevails. In the event of a conflict between these Terms and an Offer or order confirmation issued by Lagripro, the order confirmation prevails over the Offer, and the Offer prevails over these Terms, in each case solely with respect to the point to which the conflict relates.
- 22.5 No waiver of rights. The failure by Lagripro to exercise, or to exercise immediately, any right under the Agreement or these Terms does not constitute a waiver of that right. Any indulgence or deviation by Lagripro in an individual case does not create any right for the future.
- 22.6 Conversion and nullity. If one or more provisions of these Terms are wholly or partially null and void or are annulled, the remaining provisions remain fully in force. In that case the Parties shall consult with each other in order to replace the null or annulled provision with a valid provision that approximates as closely as possible the object and purport of the original provision.
- 22.7 Survival of obligations. Provisions that by their nature are intended to remain in force after termination of the Agreement – including Articles 13 (Liability), 15 (Retention of title), 19 (Confidentiality), 20 (Intellectual property), 21 (Non-circumvention and source confidentiality) and 23 (Applicable law and disputes) – remain in force after termination of the Agreement.
- 22.8 Language. These Terms may be made available in several languages. In the event of differences in interpretation between the Dutch version and a translation, the Dutch version prevails.
- 22.9 Notices. Notices that must be given In Writing under these Terms are deemed to have been validly given if sent to the last known (e-mail) address of the other Party. Buyer is obliged to notify Lagripro of changes of address without delay In Writing.
- 23 Applicable law and disputes**
- 23.1 Applicable law. These Terms and all Offers, Agreements and legal relationships between Lagripro and Buyer are governed exclusively by Dutch law.
- 23.2 Exclusion of the Vienna Sales Convention. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) is expressly excluded.
- 23.3 Competent court. All disputes arising from or connected with these Terms, an Offer or an Agreement shall be submitted exclusively to the competent court of the District Court of Gelderland (Rechtbank Gelderland), without prejudice to Lagripro's right to submit a dispute to the court that would have jurisdiction in the absence of this provision.
- 23.4 Limitation. Without prejudice to the complaint and forfeiture periods set out in these Terms, all legal claims of Buyer against Lagripro lapse by the passage of two (2) years after the claim arose.