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General Terms and Conditions of Sale and Delivery Ecotop BV

Article 1 Definitions

1.1 In this document, '**Ecotop**' means Ecotop BV, entered in the Dutch Trade Register under number 67504159 or an affiliated company; '**agreement**' refers to these general conditions, with the relevant offers or order confirmations provided by Ecotop or agreements concluded, which set out the terms and provisions for the delivery of goods and Services by Ecotop to the Customer; '**Goods**' means the products offered or supplied by Ecotop, '**Services**' means the services offered or supplied by Ecotop with regard to fertilisation including but not limited to mixing, production, packaging and warehousing; '**Customer**' means any person or legal entity entering into agreement with Ecotop.

Artikel 2 Applicability

2.1 These general conditions apply to all offers and/or agreements concluded by Ecotop, and any amendments thereto, to the exclusion of any general conditions of purchase employed by the Customer.

2.2 Unless otherwise agreed in writing, a Customer with whom an agreement has been concluded to which these general conditions apply, will agree to the application of the general conditions to all further agreements.

Artikel 3 Offers, Orders and Agreements

3.1 All offers made by Ecotop are subject to contract. Orders and acceptance of offers by the Customer are irrevocable.

3.2 Any inaccuracies in the order confirmation from Ecotop must be communicated in writing to Ecotop without delay, failing which the order confirmation will be considered to accurately and completely reflect the agreement. In the event of deliveries within five (5) days (including the fifth day) following the date of order confirmation, an inaccuracy must be reported at the latest within 24 hours following the order confirmation. With all other deliveries, at the latest within three (3) days following the order confirmation.

Artikel 4 Information

4.1 The Customer warrants the accuracy, completeness and reliability of all data and information supplied to Ecotop by the Customer or on the Customer's behalf. Ecotop will not be obliged to investigate the accuracy, completeness or reliability of the information provided.

4.2 If the information necessary for the performance of the agreement is not provided to Ecotop, is not provided on time, or does not accord with the agreements made in that respect, or if the Customer otherwise fails to fulfil its obligations, Ecotop may also charge the Customer for any costs incurred in this respect at its normal rates.

Artikel 5 Conformity

5.1 Any statements made by Ecotop regarding characteristics relating to its Goods and Services are made with the greatest possible care. Upon taking receipt of the Goods and/or provision of the Services, the Customer must check and/or test conformity with the quantities, quality, performance and/or other characteristics specified by or agreed with Ecotop, before the Goods are fully taken into use.

5.2 Ecotop will not be bound by any images, descriptions, catalogues, brochures, advertising materials, price lists, correspondence and information provided on the website or offers.

5.3 Given the organic nature of the products, Ecotop cannot guarantee that no deviations will occur. These specifications therefore apply by approximation and are non-binding.

5.4 If Ecotop has shown or provided a sample and/or example, this will be presumed to have only been shown or provided by way of indication: the characteristics of the Goods to be delivered may deviate from the sample and/or example, unless Ecotop has explicitly stated that the deliverables will be in accordance with the sample and/or example shown or provided.

5.5 Goods delivered in accordance with approved samples and/or examples therefore cannot give rise to complaints.

5.6 The Customer must ensure that the Goods and Services to be ordered and/or ordered by it comply with all governmental regulations in the country of destination and are suitable in general for the use intended by the Customer. The use of the Goods and Services and conformity with government regulations will be at the Customer's risk.

5.7 The Customer warrants that it will exclusively use the Goods purchased from Ecotop for the intended use for which Ecotop sold the Goods and thereby to take account of the instructions for use and the shelf life after the delivery date stated by Ecotop, all as described in the user protocol, instructions and (safety) regulations (TDS/MSDS). Any deviating use will be entirely at the Customer's account and risk.

Artikel 6 Prices

6.1 Unless otherwise expressly agreed in writing, all prices quoted by or agreed with Ecotop will be Ex Works (Incoterms 2020) and exclusive of VAT and other government levies. Ecotop reserves the right to adjust prices annually.

6.2 If following the offer and/or the conclusion of an agreement, factors determining the cost price change, including taxes, excise duties, import duties, exchange rates, wages, prices of raw materials, goods and/or services by Ecotop, whether or not from third parties, Ecotop will be entitled to adjust the prices accordingly.

6.3 If following the offer and/or the conclusion of an agreement, currency changes occur as a result of which the agreed prices in euros are higher, Ecotop shall be entitled to charge on this price rise to the Customer, such that this represents no ground to adjust the prices in another currency.

Artikel 7 Delivery period and delivery

7.1 Any delivery periods stated by Ecotop will be approximate and should never be considered strict deadlines. The delivery period will be extended in so far as necessary if as a consequence of a change to working conditions and/or the non-timely delivery of goods and/or services required by Ecotop, a delay occurs or a delay occurs as a consequence of failure by the Customer to comply with any obligation arising from the agreement.

7.2 If a delivery period is exceeded, Ecotop will not be obliged to pay compensation and the Customer may not fail to perform or suspend any obligations under the agreement. However, the Customer will be entitled to dissolve the agreement if and in so far as Ecotop still fails to implement the order within a reasonable term set by the Customer for that purpose. In that case, Ecotop shall not owe any compensation.

7.3 Ecotop will deliver the Goods Ex works (Incoterms 2020) but may determine the way in which and by whom the transport is undertaken, unless otherwise expressly agreed/in writing. However, transport will be for the Customer's account and risk.

7.4 The Services will be provided by completion of the work by Ecotop and due notification to the Customer.

7.5 If the Customer does not collect the Goods/have the Goods collected or does not take receipt of them on the agreed delivery date or within the agreed delivery period, the Goods will be stored for as long as Ecotop considers it desirable, for the Customer's account and risk.

7.6 If other labels than the standard labels from Ecotop are applied to the Goods, or if the Goods are packed in other packaging than the standard packaging from Ecotop, these labels or packaging will be for the Customer's account and risk.

7.7 The Customer is not permitted to use or to trade the packaging originating from Ecotop or supplied via Ecotop, other than with the content originally supplied by Ecotop.

7.8 Ecotop is authorised to implement the agreement in parts, and to demand payment for that part of the agreement that has been implemented.

Artikel 8 Force majeure

8.1 If Ecotop is prevented from fulfilling the Agreement due to an event of force majeure, it may suspend the performance of the agreement. In that case, the Customer will not have any right to claim damage, costs or interest. If Ecotop has fulfilled part of its obligations when the force majeure situation occurs, or can only fulfil part of its obligations, it will be entitled to invoice the fulfilled part or the part that can still be fulfilled separately.

8.2 Force majeure shall be taken to include: war, risk of war, extreme weather conditions, fire, flooding, epidemic or pandemic and government measures and restrictions imposed in this framework, accidents, illness or strikes of personnel, operational failures, transport delays, power failures, cyber terrorism or other types of cyber-attacks, security incidents, corruption or loss of data, whether or not intentionally, disruptive legal provisions, export restrictions, problems unforeseen by Ecotop in the production or transport of the Goods, non-timely delivery of items (including the Goods) or services by third parties engaged by Ecotop, and other circumstances over which Ecotop has no control.

8.3 If a force majeure situation arises, Ecotop will be entitled to dissolve in writing the part of the agreement that cannot be performed. If the force majeure situation lasts longer than six (6) weeks, the Customer will also be entitled to give written notice and dissolve the part of the agreement that cannot be performed.

Artikel 9 Defects and complaints

9.1 Ecotop warrants the soundness of the Goods and Services supplied, in accordance with what the Customer may reasonably expect under the Agreement. No warranties will be issued for the Goods and/or Services supplied by Ecotop, unless explicitly agreed between the parties.

9.2 Any possible treatment or processing of the Goods delivered by Ecotop will be at the Customer's own risk.

9.3 The Customer must report any complaints within eight (8) days following the inspection referred to in Clause 5.1, failing which any right to complaint, replacement and/or warranty lapses. Any complaints relating to the quantity of Goods delivered and/or transport damage should be noted on the consignment or delivery note, failing which the quantities stated on the consignment or delivery note will constitute conclusive proof with respect to the Customer.

9.4 Given the organic nature of the products, deviations in terms of colour, purity, composition and quality will never constitute grounds for complaints, refusal to accept the delivery, the dissolution of the agreement or delays in the payment of the purchase price. In the event of a minor deviation in quantity, Ecotop will be entitled to adjust the invoice.

9.5 If Customers issue a complaint, they are required to offer Ecotop the opportunity to carry out an inspection and to determine the shortcoming and to keep the Goods about which it has lodged a complaint at Ecotop's disposal, failing which all rights to specific performance, repair, dissolution and/or compensation of payment will lapse.

9.6 The Customer will be considered as having approved the invoice unless any inaccuracies have been reported to Ecotop in writing within five (5) days following the invoice date.

Artikel 10 Payment

10.1 Unless agreed otherwise in writing, Ecotop's invoices are payable within 30 days of the invoice date, in the currency stated on the invoice and only in the manner indicated on the invoice.

10.2 The Customer will waive any right to suspension and set-off, nor does it have a right of retention on the Goods. Ecotop is at all times authorised to set off all amounts it owes to the Customer against any amounts the Customer and/or companies affiliated to the Customer owe to Ecotop, whether or not due.

10.3 If payment is not received on time, the Customer, with no notice of default being required, will owe interest of 1.5% per month on the invoice amount, calculated from the due date up to and including the date of payment, with part of a month being considered as a full month and without prejudice to Ecotop's right to claim full damages. If the statutory (trade) interest rate is higher than the interest payment referred to hereinabove, the statutory (trade) rate will apply. All costs related to collection will be for the Customer's account.

10.4 If payment of an agreed instalment is not made strictly by the due date, or if the Customer has been declared bankrupt or put into liquidation, petitioned for a provisional or final suspension of payment of debts, if the statutory debt rescheduling arrangement (WSNP) has been declared applicable to the Customer and/or the Customer's property and/or claims are attached, the full invoice amount becomes immediately due and payable. If one of the situations referred to above occurs, the Customer is required to duly inform Ecotop without delay.

Artikel 11 Cancellation

11.1 The Customer may not cancel an order after it has been placed. If the Customer nonetheless fully or partially cancels a placed order, it will be required to pay to Ecotop the purchase price and all costs.

Artikel 12 Liability and indemnification

12.1 Beyond the stipulations in article 9.1, the Customer shall have no claim against Ecotop due to defects in or relating to the Goods and Services provided by Ecotop. Ecotop will therefore not be liable for any form of damage, including property damage, immaterial damage, loss of income, stagnation damage, reputation damage or loss of goodwill, lost opportunities, waste of time of the managerial or other staff, and any other consequential loss, due to any cause whatsoever, except in the event of intent or deliberate recklessness on the part of Ecotop. Ecotop will also not be liable for the acts of its employees or other persons within the scope of its liability.

12.2 In all cases in which Ecotop is obliged to pay damages, these will never exceed the invoice value of the Goods and/or Services supplied that caused the damage or in connection with which the damage was caused. Furthermore, if the damage is covered by Ecotop's business liability insurance, the compensation will in no event exceed the amount actually paid out by the insurer in the case in question.

12.3 Unless Ecotop has accepted the claim, all claims against Ecotop will lapse twelve (12) months after the claim arises.

Artikel 13 Recall

13.1 If the Customer becomes aware of a defect in the delivered Goods (including packaging) that (may) influence the safety (of the product user), the Customer must immediately duly inform Ecotop both by telephone and in writing, specifying (i) the name of the Goods in question; (ii) batch number; (iii) delivery date; (iv) description of defect; and (v) all other potentially relevant information.

13.2 The parties will enter into negotiation about all necessary measures to be taken given the circumstances, and their implementation. The Customer must provide all reasonable cooperation in the implementation of the measures and bear the costs of those measures, without prejudice to the other provisions in these General Terms and Conditions of Sale and Delivery.

Artikel 14 Protection of personal data

14.1 When collecting, processing or further processing personal data of or for the Customer under the agreement, Ecotop will comply with its obligations under the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, as from its entry into force, the ePrivacy Regulation and related legislation, and adopt appropriate protective measures.

Artikel 15 Applicable law and competent court

15.1 All agreement(s) between Ecotop and the Customer are subject to Dutch law.

15.2 The place of performance of all orders will be considered to be the place of business of Ecotop, unless expressly otherwise agreed.

15.3 All disputes between Ecotop and the Customer will exclusively be settled by the competent court at the district court of Oost-Brabant, location Eindhoven, the Netherlands. Contrary to this stipulation, Ecotop shall at all times also be entitled to submit a dispute or claim to the competent court in the place where the Customer is established or has its principal place of business.

Artikel 16 Final provisions

16.1 The nullity or voidability of any provision of these general conditions or of agreements to which these general conditions apply will not affect the validity of the other provisions. Ecotop and the Customer must replace any nullified or voided provisions with valid provisions whose purport is as similar as possible to that of the nullified or voided provisions.

16.2 The Dutch text is decisive when explaining and interpreting these general conditions.