

General Terms and Conditions



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GENERAL TERMS AND CONDITIONS

Farmvent
Address: Bronland 10 Wageningen Netherlands
E-mail: info@farmvent.com
Website: farmvent.com

Definitions

1. Farmvent: Farmvent, established in Wageningen, Chamber of Commerce no. 82299153 & BTW-ID VAT NL0036.70.851.B.32.
2. Customer: the party which Farmvent has entered into an agreement with.
3. Parties: Farmvent and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Farmvent.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Farmvent are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Farmvent reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Farmvent after the customer has confirmed this in writing (or electronically).

Prices

1. All prices used by Farmvent are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Farmvent is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Farmvent. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Farmvent is entitled to deviate up to 10% of the target price.
5. If the target price exceeds 10%, Farmvent must let the customer know in due time why a higher price is justified.
6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
7. Farmvent has the right to adjust prices annually.
8. Farmvent will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Farmvent if he does not agree with the price increase.

Payments and payment term

1. Products are immediately paid for.
2. Farmvent may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
3. The customer must pay invoices of Farmvent within 1 month - 30 days, unless parties have made other agreements about this or if the invoice has a different payment term.
4. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default,

without Farmvent having to send the customer a reminder or to put him in default.

5. Farmvent reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the customer does not pay within the agreed term, Farmvent is entitled to charge an interest per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Farmvent.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Farmvent may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Farmvent on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Farmvent, he is still obliged to pay the agreed price to Farmvent.

Right of recovery of goods

1. As soon as the customer is in default, Farmvent is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Farmvent invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Farmvent, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Farmvent can appeal to his right of retention of title and in that case retain the products sold by Farmvent to the customer until the customer has paid all outstanding invoices with regard to Farmvent, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Farmvent.
3. Farmvent is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

The customer waives his right to settle any debt to Farmvent with any claim on Farmvent.

Retention of title

1. Farmvent remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Farmvent under whatever agreement with Farmvent including of claims regarding the shortcomings in the performance.
2. Until then, Farmvent can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Farmvent invokes its retention of title, the agreement will be dissolved and Farmvent has the right to claim compensation, lost profits and interest.

Delivery

1. Delivery takes place while stocks last.
2. Delivery takes place at Farmvent unless the parties have agreed upon otherwise.
3. Delivery of products ordered online takes place at the address indicated by the customer.
4. If the agreed price is not paid on time, Farmvent has the right to suspend its obligations until the agreed price is fully paid.
5. In the event of late payment, the customer is automatically in default, and hereby he cannot object to late delivery by Farmvent.

Delivery period

1. Any delivery period specified by Farmvent is indicative and does not give the customer the right to dissolution or compensation if this period is not met with, unless the parties have expressly agreed otherwise in writing.
2. The delivery period starts after the customer has signed the agreement to Farmvent and is confirmed in writing or electronically by Farmvent to the customer.
3. Exceeding the specified delivery period does not entitle the customer to compensation or the right to terminate the contract, unless Farmvent cannot deliver within 14 days after the customer has urged him to do so in writing or if the parties have agreed upon otherwise.

Actual delivery

The customer must ensure that the actual delivery of the products ordered by him can take place in time.

Transport costs

Transport costs are paid by the customer, unless the parties have agreed upon otherwise.

Packaging and shipping

1. If the package of a delivered product is opened or damaged, the customer must have a note drawn up by the forwarder or delivery person before receiving the product. In the absence of which Farmvent may not be held liable for any damage.
2. If the customer himself takes care of the transport of a product, he must report any visible damage to products or the packaging prior to the transport to Farmvent, failing which Farmvent cannot be held liable for any damage.

Refunds and Returns Policy

Farmvent offers refunds or exchanges for defective products or products that do not comply with the agreement, provided the customer notifies Farmvent within 14 days of delivery. The product must be returned in its original condition, unless otherwise agreed in writing. Refunds will be processed within 14 days of approval. The costs of returning the product are borne by the customer unless Farmvent is at fault.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Farmvent that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Farmvent, the customer provides the policy for these insurances for inspection.
3. The customer is obliged to take out a CAR (Construction All Risk) insurance at his own expense and cannot claim compensation for any damage that would otherwise be covered by this insurance, unless parties have agreed otherwise in writing.

Storage

1. If the customer orders products later than the agreed delivery date, the risk of any quality loss is entirely for the customer.
2. Any extra costs as a result of premature or late purchase of products are entirely at the customer's expense.

Assembly / Installation

Although Farmvent strives to carry out all assembly and/or installation work as well as possible, it does not bear any responsibility for this, except in case of intent or gross negligence.

Customer Responsibilities for Product Use

The customer is responsible for the correct use, handling, and maintenance of products supplied by Farmvent. Farmvent provides detailed instructions for use and maintenance, and customers must adhere to these guidelines. Farmvent is not liable for damages or malfunctions resulting from:

1. Improper use or maintenance by the customer.
2. Failure to follow provided instructions.
3. Modifications made to the product by the customer or third parties without prior written consent from Farmvent.

Guarantee

1. When parties have entered into an agreement with services included, these services only contain best-effort obligations for Farmvent, not obligations of results.
2. The warranty relating to products only applies to defects caused by faulty manufacture, construction or material.
3. The warranty does not apply in the event of normal wear and tear and damage resulting from accidents, changes made to the product, negligence or improper use by the customer, or when the cause of the defect cannot clearly be established.
4. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties, will pass on to the customer when these products are legally and/or factually delivered, at least are in the power of the customer or of a third party who receives the product for the benefit of the customer.
5. The warranty is valid for a period of 12 months from the date of delivery, as specified in the product sheet for each specific product.
6. Customers can initiate a warranty claim by contacting Farmvent directly through the provided support channels.

Performance of the agreement

1. Farmvent executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Farmvent has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Farmvent can start the implementation of the agreement on time.
5. If the customer has not ensured that Farmvent can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Farmvent all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Farmvent will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Farmvent and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the service agreement

1. The agreement between Farmvent and the customer is entered into for the duration of 12 months, unless it results otherwise from the nature of the agreement or if the parties have expressly agreed otherwise in writing in the service contract.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a consumer terminates the agreement with

due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.

3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Farmvent a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Termination for Convenience

Farmvent reserves the right to terminate the agreement at any time, for any reason, by providing the customer with a written notice of termination. The required notice period shall be as follows:

- **For Business Customers:** At least **2 months' notice** prior to termination.
- **For Consumers:** At least **1 month's notice** prior to termination.

Upon termination, Farmvent will fulfill any outstanding obligations agreed upon before the notice of termination and refund any prepayments for services or products that have not yet been delivered or completed, unless otherwise agreed in writing.

Termination for Breach

Farmvent reserves the right to terminate this agreement with immediate effect in writing if:

1. The customer breaches the confidentiality or intellectual property provisions of this agreement.
2. The customer violates applicable laws or regulations in connection with the use of Farmvent's products or services.
3. The customer engages in fraudulent or unlawful activity that impacts the agreement.

Upon termination for breach, all outstanding payments become immediately due, and Farmvent reserves the right to seek damages.

Cooling-Off Period for Consumers

Consumers have the right to cancel agreements entered into remotely (e.g., online or over the phone) within **14 days** of receiving the products, without providing a reason. To exercise this right, the consumer must notify Farmvent in writing or via email. Products must be returned in their original condition, and the customer is responsible for return shipping costs unless the product was defective or not as described. Refunds will be issued within **14 days** of receiving the returned product.

Intellectual property

1. Farmvent retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Farmvent, nor show them to third parties and / or make them available or use them in any other way.

Confidentiality

1. The client keeps any information he receives (in whatever form) from Farmvent confidential.
2. The same applies to all other information concerning Farmvent of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Farmvent.
3. The customer takes all necessary measures to ensure that he keeps the information referred to in paragraphs 1 and 2 secret.
4. The obligation of secrecy described in this article does not apply to information:
 - which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
 - which is made public by the customer due to a legal obligation
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

Data Privacy

Farmvent processes personal data in accordance with applicable privacy laws, including the General Data Protection Regulation (GDPR). Personal data collected during the agreement will be used solely for the purposes of fulfilling the agreement, providing support, and sending promotional materials (if consented to by the customer). Customers can access, modify, or request deletion of their data by contacting Farmvent at info@farmvent.com. For detailed information, refer to Farmvent's Privacy Policy available at farmvent.com.

Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Farmvent an immediately due and payable fine of € 1.000 if the customer is a consumer and € 2.000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Farmvent including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Farmvent against all third-party claims that are related to the products and/or services supplied by Farmvent.

Complaints

1. The customer must examine a product or service provided by Farmvent as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Farmvent of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Farmvent of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Farmvent is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Farmvent being forced to perform other work than has been agreed.

Notice of Default

1. The customer must provide any notice of default to Farmvent in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Farmvent (in time).

Customer Identification and Marketing

By agreeing to these terms, you grant Farmvent the right to identify you as a customer in our promotional materials and display your logo on our website. If you prefer not to be identified or have your logo displayed, you may request removal at any time by contacting us at info@farmvent.com, and we will promptly honor your request.

Joint and several Client liabilities

If Farmvent enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Farmvent under that agreement.

Liability of Farmvent

1. Farmvent is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Farmvent is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Farmvent is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Farmvent is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

6. Farmvent's liability is always limited to the value of the goods or services supplied under the agreement.

Expiry period

Every right of the customer to compensation from Farmvent shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Farmvent imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Farmvent is not permanent or temporarily impossible, dissolution can only take place after Farmvent is in default.
3. Farmvent has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Farmvent good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Farmvent in the fulfillment of any obligation to the customer cannot be attributed to Farmvent in any situation independent of the will of Farmvent, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Farmvent.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Farmvent cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Farmvent can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Farmvent does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Force Majeure Payment Suspension

During a force majeure event, the obligations of both parties are suspended. If Farmvent is unable to provide services or products due to a force majeure event, the customer will not be charged for the affected services for the duration of the event. Any prepaid amounts for services not rendered will be refunded or credited toward future services, as mutually agreed.

Changes in the general terms and conditions

1. Farmvent is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Farmvent with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.
5. Farmvent will notify customers of significant changes to these terms and conditions at least **30 days** before the changes take effect. Notifications will be sent via email to the address provided by the customer or published on Farmvent's website. Continued use of Farmvent's products or services after the changes take effect constitutes acceptance of the updated terms.

Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Farmvent to third parties without the prior written consent of Farmvent.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Farmvent had in mind when drafting the conditions on that issue.

Language Precedence

These terms and conditions are drafted in English. If translated versions of these terms and conditions exist, the English version shall prevail in the event of any discrepancies or conflicts.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Farmvent is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Attribution

These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/nl/nl) (<https://www.rocketlawyer.com/nl/nl>).

Drawn up on 1 January 2025.