

General conditions of supply and payment of Seasons Products B.V.

Consigned at the Chamber of Commerce for North Netherlands in July 2019 under number of KVK 57604932.

1. General

a. On our offers, agreements and on the execution of these are exclusive our general conditions of supply and payment used.

Exceptions can only be agreed written by us.

b. Under 'opposite party' must be understood : each (legal) person, who has closed an agreement with us, or want to close and therefor, there representatives, assignees or heirs.

2. Offers

a. All offers done by us, whatever the form is, are without obligation , unless expressly agreed otherwise.

b. For what concerns the indication of data, we are not liable if these data are not correct.

c. We reserve the right to refuse agreements without giving reason, or, to deliver cash on delivery or against prepayment

d. Drawings, calculations, tools etc provided by us still are our property. These may not be duplicated by the opposite party, neither be transferred to third persons. If opposite party failure to comply with this obligation, this forms the basis of attributable failure and compensation is due by opponent.

3. Agreement

a. An order confirmation or agreement of cooperation is only valid with signature of both parties. The order confirmation or agreement of cooperation are supposed to be complete and correct, unless the opposite party make protest written to us within 5 working days.

b. Only our board of direction is empowered to close legal agreements.

c. For transactions which has no order confirmation, the invoice is supposed to be complete and correct, unless the opposite party make protest written to us within 5 working days.

d. We are entitled to require guarantees so that all obligations of the opposite party will be fulfilled regardless the state of the affairs in the execution of the agreement.

e. To execute the agreement properly, we are free to involve third party if necessary. These costs will be charged to the opposite party.

f. The opposite party has duty to inform us completely so we can execute the agreement correctly. If information is incomplete , we are not responsible for any inaccuracy in the execution of the agreement.

g. For starting the order the opposite party must pay an advance of 30 % of the total estimated order price. The advance payment will be deducted on first invoice. If the advance is not paid in time, we can cancel the execution of the agreement.

4. Prices

a. All prices are stated in Euro, exclusive VAT and all other on behalf of the government imposed taxes.

b. All other imposed taxes of the government, f.a. tax on garbage , will be invoiced to the opposite party.

c. If prices of raw material increase with more than 5% regarding the original price, we are entitled to adapt our transaction prices in between.

5. Annulation

a. If the opposite party wants to cancel the agreement after it is achieved, 10 % of the order price(incl vat) and all materials already bought for the order will be charged as annulation costs, despite our right for full compensation, inclusive the loss of profits>

6. Delivery

a. the time of delivery will be estimated and determined as best as we can, unless is agreed explicit in written otherwise.

b. Free delivery is only allowed when we agree this explicit. If delivery is not free, a determined amount for costs of freight will be charged , unless agreed otherwise.

c. For delivery of goods on the Frisian Islands other fares determined before delivery shall be applied.

d. Going beyond our estimated and determined time of delivery do not entitle the opposite party to compensation. The judgment is up to us.

e. Return of delivery can only be allowed after our permission in written and are for the account of the opposite party, unless agreed otherwise.

f. Costs, not caused by our fault and which bring about changes in the activities can be charged to the opposite party. Also new regulations of the government which were not known at time of closing the agreement can be charged to the opposite party.

g. Goods are delivered on pallets deposit money. If we do not receive the same amount of pallets in return we are obliged to charge the amount of 8.00 euro for each pallet. If an agreement of cooperation based on forecast is applied, then the pallets will be charged at 8.00 euro for each pallet missing after the season. Therefore the opposite party will receive an invoice based on specification for this period.

When the opposite party sign on delivery, then there is signed for the right numbers and the good reception of the goods. Shortage and visible damage must be written on the transport documents or on the offload document of the transporter. Other party is obliged to keep us in touch within 24 hours after receipt of the goods by sending copy of the adjusted transport document .

7. Force majeure

a. Under force majeure must be understood : each independent and/or unexpected circumstance through which the agreement cannot be executed. It concerns mainly the weather influences.

b. We have the right to postpone the agreement if the force majeure is temporarily. If force majeure is over we will continue the execution of the agreement.

c. If the force majeure is permanent both parties can settle to cancel the agreement. Only we are entitled to decide whether the force majeure is permanent. The part of the agreement that was already realized will be invoiced.

8. liability

a. Each liability is excluded, unless the law prescribes otherwise

b. In case we are liable , then the amount of liability never can exceed the amount of the order.

c. We are not liable for costs, damage or interests which are occurred as a result of violation direct or indirect of patents, licenses , other industrial / intellectual rights of assets or other rights of third parties due to the use by us by order of the opposite party, their employees or other persons employed by them.

d. We are never liable for the consequences which are occurred by misprints.

e. Complaints of liability are not accepted after 30 days.

9. Protest

a. Protest concerning delivery must be hand in within 4 working days after delivery. Therefor to consider the complaint it is necessary that the nature of the complaint is explained.

b. Protest concerning invoices must be hand in within 5 working days after invoice date.

c. rightness of protest only can lead to still deliver the agreed performance. Never can be more / less be delivered than what was agreed.

d. Handing in protest can never lead to postpone the obligation of payment. If protest is correct then the obligation of payment only can be postponed if related to the protest.

e. Sending back the goods can only be executed after our expressly given permission, under our conditions.

10. Guarantee

a. Guarantee is granted on our delivered goods and work under following condition :

-can only be applied on errors of fabrication , there is no guarantee on products that shows defects as a result of wears , use or faulty use

-on parts delivered by a third party can only be applicable the time of guarantee of the third party

b. If third party does not complete the obligations agreed, no guarantee will be granted, until third party has completed their obligations

11. Retention of title

a. As long as third party has not completed their obligations, the delivered goods and work stays our property, including possible due interest and costs. In case of suspension of payments by the firm or signed by court, bankruptcy, WSNP, liquidation of the company or death if third party is a natural person, we are entitled, to cancel the order fully or partially ,without further notice of defaults or intervention of court and we are entitled to demand immediately the unpaid part of the delivered goods and work.

Each already resulting claim is due and payable immediately. In that case, our right of compensation for damage or loss still stands.

b. the moment of delivery, we obtain the possess less lien on all the goods in which our materials are included , or of which our materials are part of.

The signed order confirmation or agreement of cooperation apply as private deed.

c. if we want to execute our rights of property, as mentioned in this article, third party gives us irrevocable permission , to access all places where our properties are and the permission to take back our goods.

12. Payments

a. At the start of the order, third party must pay an advance of 30 % of the estimated order price. This advance will be deducted from first invoice. If the advance is not paid on time, seller can cancel execution of the agreement.

- b. Payment must be done on our bank– giro account number within 30 days after date of invoice.
- c. Payment must be done netto whereas bank charges are for the account of third party.
- d. we do not allow discount for cash payment.

e. payments done are in first place to fulfill due interests and charges. After completing these costs payments will be deducted from the invoices due.

f. In case third party goes bankrupt , goes into distance of estate , asks for suspension of payments by court, or when their assets are fully or partially seized , comes to death, are under receivership or are dissolving the firm, in name of the law or of these conditions cannot fulfill their obligations , does not pays the invoice amount or part of the invoice amount within the stated time, goes on strike or transfer their company or an important part of it , in this included the input of their company in a new starting up or already existing firm , or changes the objectives of the firm,

we do have the right to cancel the agreement or to demand without any further notice any amount , due and payable immediately without we lose our right of compensation for damages, charges or interests.

g. if payment is not done within the stated time on the invoice, third party is by law in fault and start on date of invoice , legal interests will be due on the amount not paid. Additional , all costs made by us to obtain the invoice amount, and costs of court are for the account of third party. The costs made by us will be 15% of the amount due , with a minimum of 100 euro.

13. Applicable law

On all our agreements, offers, executions is only the law of the Netherlands applicable

14. Disputes

a. All disputes, as a result of an agreement on which these conditions are applicable, or an agreements for the future, can only be in civil court of Netherlands in which are company is stated unless the district judge is competent.

b. Costs of court and juridical charges are for the account of third party, if they are in fault by court.