

Terms and Conditions

FT Equipment and Irrigation
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**FT EQUIPMENT
IRRIGATION**

Reason

For all legal relationships between FT Equipment and Irrigation located at (4694 RA) Stavenisse, at Kerkstraat 32, hereinafter referred to as FT, and its Customers as well as third parties associated with these counterparties, hereinafter referred to as Customer, jointly referred to as Parties, only these general terms and conditions, hereinafter referred to as 'Conditions', apply. The Agreement between the Parties is concluded as soon as the quotation has been confirmed in writing.

If any provision of the Conditions is null and void or is nullified, the other provisions remain fully applicable.

Article 1 – Applicability and Validity

1.1 These Conditions consist of article 1 to article 11.

1.2 The Conditions apply to all services, requests from, offers and quotations to and agreements with the Customer.

1.3 FT is entitled to postpone or suspend delivery of the Products if

- a. There is justifiable doubt at FT about the creditworthiness of the Customer;
- b. It is (virtually) certain or plausible that the Customer will not (be able to) meet the Conditions of the Agreement.

Article 2 – Quotation and Offers

2.1 Quotations have a limited validity of 14 days, unless stated otherwise in writing. FT always has the right to revoke a quotation accepted by the Customer within two working days after receipt of the acceptance thereof. The Customer cannot derive any right from information from quotations, advertising materials or from the website of FT.

2.2 An offer of FT is not binding on it and only applies as an invitation to place an order by the Customer.

2.3 If the Customer cancels a signed quotation in whole or in part, he is obliged to reimburse FT for all costs reasonably incurred with a view to the execution of the quotation, the activities and loss of profit of FT, plus VAT. Unless otherwise agreed in writing between the Parties.

Article 3- Payment and Prices

3.1 Unless explicitly stated otherwise, all amounts stated are exclusive of VAT.

3.2 The due date stated on the invoice applies as term of payment.

3.3 If the Customer is of the opinion that the invoiced amount is incorrect, he must notify FT in writing within of the invoice date. Any suspension of the payment obligation can only take place after the prior written consent of FT.

3.4 All costs that are the result of circumstances that FT could not reasonably have to take into account when entering into the Agreement, will be borne by the Customer.

3.5 All payments by the Customer to FT must be made to a bank account number to be indicated by FT, without suspension or settlement, in euros and no later than 30 days after the invoice date. Deposits must be paid on the invoice date itself. This concerns "payment terms" within the meaning of Article 6: 83a BW.

3.6 In the absence of full and timely payment as referred in paragraph 3.5, the Customer will be in default by operation of law, with in any case the following consequences:

- a. The Customer owes an interest of 1,5% per month on the outstanding invoice(s);
- b. The Customer will owe extrajudicial collection costs of 15% of the outstanding invoice(s) with a minimum of €250,00;
- c. If FT takes legal action against Customer in respect of its payment obligations, in addition to paragraphs 3.6a and 3.6b, the Customer will also owe the actual costs that FT must incur (such as attorney fees, bailiff's fees, court registry fees, etc.)

3.7 Payments made by the Customer will always first be deducted from all costs and interest owed and then from the longest outstanding invoices due, even if the Customer states the payment relates to (a) later invoice(s).

3.8 FT is at all times entitled to demand security and/or advance payment from the Customer for the fulfilment by the Customer of its obligations under the Agreement. This applies in any case if any payment term is exceeded or any other shortcoming with regard to this Agreement or with regard to other agreements on the part of the Customer. The Customer will comply with this upon first request.

Article 4 – (Limitation of) Liability

4.1 Under no circumstances is FT liable for the way in which the Customer uses the products delivered by FT.

4.2 The Customer will indemnify FT and keep it indemnified against all claims from third parties for compensation for damage related to the performance of the Agreement.

4.3 Any liability of FT is in any case limited to a maximum of 100% of the invoice value of the order placed with FT by the Customer, at least to that part of the order which the liability relates. If FT is insured and its insurance actually pays out as a result of the relevant liability, its liability is limited to that paid amount.

4.4 FT is not liable for damage resulting from mistakes in the information provided by the Customer, such as prescribed working methods, manuals and instructions, and for damage resulting from work performed by the Customer or on its behalf for third parties.

4.5 The consequences of compliance (by FT or third parties) with statutory regulations or government orders are for the account of the Customer, regardless of whether the cause/necessity of compliance is attributable to the Customer, FT or a third party.

4.6 Any right of action for whatever reason of the Customer against FT will lapse no later than one year after the delivery of the products.

4.7 FT is never liable for any indirect damage of the Customer or third parties, including consequential damage (such as not being able to cultivate the soil (in time), structural deterioration of the soil, damage to crops, lost profit, reduced yield, etc.), immaterial damage, business or environmental damage.

Article 5 – Guarantee

5.1 If it has been sufficiently demonstrated on time, correctly and in accordance with the provisions of the quotation and in the reasonable opinion of FT that the products do not function properly, FT will have the choice:

- a. either to deliver the defective products free of charge, against return of the defective products;
- b. either to properly repair the products concerned;
- c. or to grant the Customer a discount on the purchase price to be determined in mutual consultation.

By fulfilling one of the aforementioned performances, FT will be fully discharged in respect of its warranty obligations and FT will not be obliged to any further (damage) compensation.

5.2 If FT delivers products to the Customer which FT has obtained from its suppliers, FT is never obliged to a more extensive guarantee or liability towards the Customer than that which FT can claim from its supplier.

5.3 FT expressly does not warrant any recommendation or advice regarding the installation or use of the products, nor does FT warrant such advice or instructions from the Customer to its customer.

5.4 The Products remain entirely at the risk of the Customer in the event that repair activities are carried out by FT on the Products, unless the repair is the result of a defective performance of FT and the Customer cannot reasonably be expected to use the Products for the above risk assured.

5.5 Paragraph 5.1 does not apply to the purchase of second-hand/used products. If the used products do not function properly as was stated on the invoice, a compensation will be charged for the next purchase, in consultation between the Parties.

Article 6 – Shipping and Delivery

6.1 The delivery period for products stated by FT is without obligation and is based on the circumstances applicable to FT at the time of the conclusion of the Agreement and, insofar as dependent on the performance of third parties, on the information provided by those third parties to FT. The delivery time will be observed by FT as much as possible.

6.2 Mentioned term of delivery starts on the date of the written confirmation of the quotation by FT. If FT requires data or resources to be provided by the Customer for the performance of the Agreement, the periods will start of the day that all required data or resources are in FT's possession, but not earlier than the date of the written confirmation of the quotation.

6.3 If any term is exceeded, the Customer is not entitled to (damage) compensation in this respect. In that case, the Customer is also not entitled to dissolve the Agreement, unless the term is exceeded to such an extent that the Customer cannot reasonably be expected to maintain (the relevant part of) the Agreement.

6.4 The delivery of the products, including the costs of the delivery and the transfer of risk, will take place, if this is expressed in the quotation, in accordance with the usual conditions in trade, such as Franco, FOB, CIF, and CF and in all such cases the Incoterms of the International Chamber of Commerce in Paris from time to time will apply.

6.5 Delivery costs are at the expense of the Customer.

Article 7 – Retention of title

7.1 The ownership of the products, notwithstanding the actual delivery, only transfers to the Customer after he has paid in full all that he owes or will owe to FT in respect of products delivered or to be delivered under the Agreement, including the purchase price, any surcharges, interest, taxes and costs payable under these Conditions or the agreement, as well as any work performed or to be performed under such Agreement.

7.2 The Customer is obliged to keep the products delivered under retention of title carefully and as recognizable property of FT, and to insure them against risks such as fire, explosion, damage and theft. At FT's first request, the Customer will assign all rights to the relevant insurers in this regard to FT.

7.3 If and as long as FT is the owner of the products, the Customer will immediately notify FT in writing when any part of the products has been lost or damaged, or the products are seized and / or otherwise a claim is made on (any part of) the products. Furthermore, Customer will inform FT on its first request where the products, of which FT is the owner, are located.

7.4 In the event of seizure, (provisional) suspension of payment or bankruptcy, the Customer will immediately inform the bailiff making the seizure, the administrator or the receiver of the (ownership) rights of FT.

Article 8 – Intellectual property

8.1 Unless explicitly agreed otherwise in writing, FT retains the copyrights, patent rights and all other rights of industrial and / or intellectual property on the service it offers, products delivered, work performed, written information provided, etc.

8.2 All information, oral or written, provided by FT to the Customer remains the property of FT and may only be used by the Customer for the purpose for which it was provided.

8.3 FT retains the copyrights to information shared via social media channels. Customer is not allowed to use the research and its related results or conclusions for its own purposes, unless otherwise agreed in writing with FT.

Article 9 – Force Majeure

9.1 If FT is unable to fulfill its obligations towards the Customer due to a non-attributable shortcoming, there is a situation of force majeure, the Customer is not authorized to dissolve the Agreement and the fulfillment of FT's obligations will be suspended for the duration of the force majeure situation.

9.2 If any force majeure situation has lasted two months, FT has the right to dissolve the agreement in writing in whole or in part.

9.3 In the event of a force majeure situation, the Customer is not entitled to any (damage) compensation, even if FT should have any advantage as a result of the force majeure.

9.4 Force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen and unforeseen, on which FT cannot exert any influence, as a result of which the fulfillment of its obligations towards the Customer is wholly or partially prevented or as a result of which the fulfillment of its obligations cannot reasonably be expected of FT, regardless of whether that circumstance could also have been foreseen at the time of the conclusion of the Agreement. These circumstances also include: strike, lockout, fire and / or measures by any government agency, as well as the lack of any government permit.

9.5 The Parties will inform each other in writing of a (possible) force majeure situation as soon as possible.

Article 10 – Settlement of disputes

10.1 Only Dutch law is applicable to the Agreement, with the exclusion of the Vienna Convention of the CISG.

10.2 Only the court that has jurisdiction in respect of the municipality where FT is located is competent to settle disputes arising from Agreement, unless FT opts for a legally relatively competent court.

Article 11 – Modification, Suspension and Cancellation

11.1 FT reserves the right to change the Conditions unilaterally. The customer is deemed to have accepted the relevant changes as soon as they are received in writing.

11.2 In the following cases, the Customer is in default by operation of law and FT has the right to dissolve the Agreement in whole or in part, without any notice of default or judicial intervention required, extrajudicially:

- a. If the Customer files for bankruptcy or (provisional) suspension of payments, or is declared bankrupt, (provisional) suspension of payments is granted, or the Customer is placed under administration, management or guardianship by virtue of a statutory provision;
- b. If the Customer merged, liquidates or ceases or discontinues its activities, or parts of its company, in whole or in part;
- c. If a prejudgment or executory attachment is levied against the Customer;
- d. If FT has good reason to fear that the Customer will fail to fulfill its obligations, or if the Customer has already failed.

11.3 In the event of dissolution by FT on the basis of paragraph 11.2, the Customer will owe FT by operation of law an amount of 100% of the price payable under the Agreement.

11.4 The foregoing does not affect the other rights of FT.