

Farmvent Terms and Conditions

TERMS AND CONDITIONS of Farmvent, a company organized and existing under the laws of the Netherlands, with its registered in Wageningen, the Netherlands, and its address at Bronland 10, 6708WH Wageningen, the Netherlands, register at the Chamber of Commerce under number 82299153, VAT number NL003670851B32 .

I. GENERAL CHAPTER

Version: 5 Jan 2022 .

1. Definitions

1.1 In these terms and conditions the following expressions shall have the following meanings:

- a. **Parties** : the User and the Client.
- b. **User**: Farmvent registered in Chamber of Commerce under the number 82299153, Bronland 10, 6708 WH, Wageningen, Netherlands).
- c. **Client**: any party that enters into or intends to enter into an agreement with the User.
- d. **Agreement**: any agreement concluded between the User and the Client, any amendment or addition to that agreement, and/or any other juridical or other acts performed in the preparation and performance of that agreement.
- e. **Commercial Proposal**: any oral or written offer made by the User to the Client.
- f. **Confidential information**: information, data, knowledge and materials regardless of origin or form, transmitted to either party that the disclosing party has identified as being confidential or which, by the nature of the circumstances surrounding the disclosure, should be treated as confidential.
- g. **Products or Services** : means the products or services detailed in the Agreement.

2. Offers and Tenders

2.1 All offers shall be free of obligation unless the offer contains an acceptance term.

2.2 The offers made by Farmvent shall be free of obligation; they shall be valid for a period of 30 days, unless indicated otherwise. Farmvent shall only be bound by the offers if the acceptance thereof is confirmed in writing by the opposite party within 30 days, unless indicated otherwise.

2.3 The prices given in offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment, travel, hotel and administration costs, unless indicated otherwise by Farmvent.

2.4 If the acceptance deviates (on secondary items) from the offer given, Farmvent shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance , unless Farmvent indicates otherwise.

2.5 A compound quotation shall not oblige Farmvent to execute part of the assignment against a corresponding part of the given quotation.

2.6 Offers and tenders shall not apply automatically to future assignments.

3. Products and Services

3.1 Farmvent agrees to provide the Client with products or services as set out in the Agreement.

3.2 The quantity, quality and format of the products or services shall be those set out in the Agreement.

3.3 The Client is responsible for ensuring the products or services are suitable for its requirements.

3.4 These Terms and Conditions apply to all Agreements for the supply of products or services by Farmvent to the Client.

3.5 Services will commence at a time to

be agreed with the Client. Onsite investigations will be conducted onsite at the Client premises and information collation and storage of reports will be conducted from Farmvent office.

3.6 Both parties acknowledge and agree that in providing the products or services, Farmvent is an independent contractor and shall not be considered the Client's agent, partner or employee.

3.7 Any changes to the Agreement shall be agreed in advance between the parties in writing.

3.8 Farmvent will do its best to meet the targets of the mission and to deliver high quality results. However, when the nature of the project does not allow guaranteeing results, Farmvent is kept by obligation of means not in any manner by obligation of results.

4. **Conditions of Payments**

4.1 Unless otherwise agreed in writing between Farmvent and the Client, Farmvent will invoice the Client the Price on delivery of the products or services and for the charges at the times stated in the Agreement.

4.2 Payment must be made within 30 days from the date of invoice, in a way to be indicated by Farmvent and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfilment of the payment obligation.

4.3 If the Client fails to fulfill his payment obligation within the term of 30 days, then the Client shall be in default by operation of law. In that event, the Client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the Client is in default until the moment he has paid the amount in full.

4.4 If the Client fails to pay Farmvent any

sum due by the date set on the Agreement, Farmvent shall be entitled to terminate the Agreement and suspend provision of any products or services supplied to the Client.

4.5 In the event that the Client's procedures require that an invoice be submitted against a purchase order to payment, the Client shall be responsible for issuing such purchase order before the products or services are rendered.

4.6 Farmvent has the possibility to charge a credit limitation surcharge of 2%. This surcharge will not be charged if the payment is made within 7 days from the date of invoice.

5. **Warranty**

5.1 Farmvent. merely warrants that the products or services will comply with the specifications as included in the Agreement.

5.2 Farmvent. represents and warrants that it will use its reasonable endeavours to ensure that any work carried out for the Client will be carried out with reasonable skill and care and diligence in a professional manner and that all of Farmvent's personnel engaged in fulfilling its obligations under this Agreement have sufficient qualifications and professional competency and experience to carry out the services under this Agreement in accordance with the standards and practices normal for the industry.

5.3 All materials and information obtained during the course of the services, together with anything derived from this information and material will be considered confidential and the sole property of the Client or a third party.

5.4 All information Farmvent received during the review will solely be used in connection with the project.

5.5 Farmvent will preserve the secrecy of confidential information.

6. **Proprietary Rights**

6.1 The Client acknowledges and agrees that, as between Farmvent. and the

Client, all right, title and interest in and to the Farmvent services and any part thereof, including, without limitation, all patents, copyrights, trade secrets and all other intellectual property rights therein and thereto, and all copies thereof, in whatever form, including any written documentation shall at all times be and remain solely with Farmvent. The Client shall not be an owner or licensee of the Farmvent software.

6.2 Any and all intellectual property rights that are created, developed, or acquired by Farmvent or its employees or contractors as a result of carrying out this service will be the Client's intellectual property.

6.3 Any tools, processes, procedures or intellectual property associated with the performance of the service itself are and will remain the property of Farmvent.

7. **Limitation of Liability**

7.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of Farmvent to the Client in respect of any claim whatsoever or breach of these terms and conditions, whether or not arising out of negligence, shall be limited to the fees paid by the Client to which the claim relates.

7.2 In the event of an assignment with the duration of more than six months, the liability shall, contrary to the clause 7.1 of the present clause, furthermore limited to the part of the fee still due for the last six months.

7.3 In no event shall Farmvent be liable to the Client for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or Farmvent had been made aware of the possibility of the Client incurring such a loss.

7.4 Farmvent cannot be deemed liable in any manner for any consequence for any decision taken by the Client as a

consequence of Farmvent's deliverables or recommendations during a consultancy assignment.

7.5 Nothing in these Terms and Conditions shall exclude or limit Farmvent's liability for death or personal injury resulting from the Farmvent's negligence or that of its employees, agents or subcontractors.

8. **Force Majeure**

8.1 Neither party shall be liable for any delay or failure to perform any of its obligations if they delay or failure results from events or circumstances outside its reasonable control, including but not limited to the act or omission of government, strikes, lock outs, accidents, war, fire, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services.

8.2 The party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

9. **Governing Law and Jurisdiction**

9.1 Dutch Law shall be the applicable law of these terms and conditions and all parties agree to submit to the exclusive jurisdiction of the Dutch courts for any assignment performed by Farmvent. The Dutch law applies at all times, despite the country where the assignment is being executed.

9.2 This Agreement is exclusively governed by Dutch law. Any disputes will be submitted to the Courts of Gelderland.

10. **Publicity Rights.**

10.1 We may identify you as an Farmvent customer in our promotional materials. We will promptly stop doing so upon your request sent to info@farmvent.com.