

Terms and conditions  
General terms and Conditions

Persephone Trading B. V

## 1. Applicability

1.1. These general terms and conditions apply to – and are an integral part of – any offer, quotation and agreement relating to by Persephone Trading B. V located in Amsterdam to further mention "user", deliverables of which Unless expressly agreed otherwise in writing.

1.2. In These general terms and conditions, "the customer" means any (legal) person who order and/or purchase goods at or through user.

1.3 These conditions may only be waived if the parties expressly and in writing have agreed.

## 2. Conclusion and amendment of the agreement

2.1 All offers and quotations by user, in any form whatsoever, are without obligation unless the offer includes a time limit for acceptance. First by written (order) confirmation of user or by actual execution by user a contract is established.

2.2 All indications in offers, quotations or agreements and the annexes thereto, such as images, drawings, sizes, weights, yields and colours and also the characteristics of any sample specimens provided for Indication. Small deviations are therefore not at the expense and risk of user.

2.3 The manifestations or errors in the offerings of the user do not relieve her of the fulfilment obligation and/or any liabilities to compensation arising therefrom, even after the conclusion of the agreement.

## 3. Implementation of the Agreement

3.1 Delivery takes place according to the applicable Inco term: Ex Works. If the customer declines at the agreed moment, or is negligent with the provision of information or instructions necessary for delivery, the user is entitled to store the products at the customer's account and risk.

3.2 Goods are delivered as soon as user has informed the customer that the business, whether or not in whole or in part, is ready to be assembled by user or a third party to be picked up by the customer or to be commissioned by the customer N Sent. From the moment of delivery, the goods delivered are at the risk of the customer.

3.3 If the parties expressly agree that the user takes care of the transport of the products, both the costs and the risk of loss or damage during transport shall be borne by the customer.

3.4 The indication of delivery deadlines in offers, quotations, agreements or otherwise is always done by user to the best of their knowledge and these deadlines will be respected as far as possible, but they are not binding.

## 4. Prices

4.1 All prices are in euros and are exclusive of sales tax and other levies imposed by the government. Any special additional costs relating to the import and/or clearance of goods to be delivered by user to the customer are not included in the price and are therefore on behalf of the customer.

4.2 The amounts shown in the offers of user are based on the prices, rates, wages, taxes and other factors

relevant to the price level during the offer. If after the (order) confirmation in one or more of the factors mentioned, the user is entitled to adjust the agreed price accordingly. If a price increase is made under this provision, and the increase is more than 10% of the total amount agreed, the customer shall be entitled to the agreement within eight days after it is known or could be with the To dissolve the price increase in writing.

## 5. Payment

5.1 Payment must always be made within 30 days of the invoice date. The customer is not entitled to charge any claim on user with the amounts charged by user.

5.2 The user has the right to invoice the delivery of goods delivered by part of the supply.

5.3 Payment shall be made by deposit or transfer to a bank or Giro account designated by user. It can also be paid online with crypto coins or cash per greenhouse. User is always entitled to require security for payment or prepayment, both before and after the conclusion of the agreement, under suspension of the execution of the agreement by user until the security provides and/or the prepayment has been received by user. If prepayment would be refused, user shall be entitled to dissolve the Agreement and the Customer shall be liable for any damages resulting therefrom.

5.4 The user shall be entitled to suspend the issuance of products which they have for the customer in connection with the execution of the agreed work until all payments owed by the customer to user are fully met.

5.5 If payment does not take place in time, the customer is legally in default without a notice of default. The customer is liable to user from that moment legal commercial interest as referred to in article 6:119a BW.

5.6 In the event that no payment has been received after the expiry of a written reminder, the customer shall pay a penalty equal to 10% of the principal, including VAT, payable by the customer to the user, irrespective of Or user has been required to make extrajudicial collection costs and without prejudice to the right of user to claim compensation.

5.7 Without prejudice to the other user's rights under this article, the customer is obliged to the user to reimburse the collection costs that user has had to make and which go beyond sending a single summation or doing An – Unaccepted settlement proposal, the retrieval of simple information or the usual composition of the dossier. These costs shall be determined on the basis of the directives currently in force in the Netherlands.

5.8 The applicability of article 6:92 BW is excluded as regards the fine clause contained in this article.

## 6. Warranty

6.1 If user is provided to the customer in respect of the work or products supplied by it, it shall expressly inform the customer in writing. In the absence of such explicit written notice, the customer may not rely on the guarantee, without prejudice to its legal rights resulting from mandatory provisions.

6.2 If an appeal to the customer's warranty would be justified, user will return the products to be delivered- to the choice of user-or deliver it as agreed, unless it has become demonstrably pointless for the customer. If user inparts the customer to be recoverable, the customer will make the delivered products available to the user at its expense and risk.

6.3 Any warranty obligations of user shall be void if errors, defects or imperfections in respect of those matters result from incorrect, careless or improper use or management of delivered goods by the customer or by the customer Engaged third parties or if they are the result of an external cause such as fire or water damage, or if the customer or a third party has made changes to the user-supplied goods without the consent of user or .

## 7. Advertising

7.1 Any complaints about a user-supplied product must be communicated to the user in writing and motivated immediately by the customer. If [number] days after delivery of the products have elapsed, the customer can no longer be complaint justified, unless the defect at the time of delivery at careful and timely control would not have been perceptible. In that case, the customer must, within [number] days after the lack of the customer has become known or known, of the defect in writing and motivated to inform the defect.

7.2 without prior written consent, user is not obliged to accept customer returns. In the case of return shipments, the customer does not imply recognition by the user of the land for return shipment. The risk in respect of returned products remains with the customer, until the products are credited by the user.

7.3 If the customer invokes a possible agreed guarantee scheme but that appeal is subsequently unjustified, user shall have the right to review the work and costs of research and repair which are on its side from that profession resulted in the customer to charge according to its usual rates, with a minimum of €100.00.

## 8. Retention of title

8.1 All user-supplied and delivered products remain the property of user under all circumstances, as long as the customer has any claim from user, including in any case the purchase price, extrajudicial costs, interest, fines and any other Claims referred to in article 3:92, paragraph 2 BW, has not been fulfilled.

8.2 The customer is obliged to keep the products delivered under reservation of ownership with the necessary care and as recognizable ownership of user.

8.3 The customer is not authorized to pledge to third parties the products delivered under retention of ownership, as long as their ownership has not been passed on to it, otherwise to transfer any objections or in whole or in part, except in so far as such transfers take place in the performance of the customer's usual business activities.

8.4 If the customer fails to comply with the fulfilment of its payment obligations towards user or user has good grounds to fear that the customer will fail in those obligations, user shall be entitled to deliver the retention To take the goods back. The Customer shall cooperate and grant the user free access at any time to its premises and/or buildings to inspect the business and/or to exercise the rights of the user. After repossession, the customer will be credited with the market value, which may in no case exceed the original price agreed upon by the customer with the user, minus the costs incurred by the user from the repossession.

## 9. Dissolution and termination

9.1 The customer shall be deemed to be in default if this obligation does not comply or not in a timely manner, and if the customer does not fulfil a written reminder to comply fully within a reasonable period of time.

9.2 In The event of the customer's failure, the user is entitled to dissolve all or part of the agreement by means of a written communication to To claim the customer and/or the customer any amount owed to user at once and/or to revoke the retention of title.

9.3 The user is authorised to terminate the agreement with immediate effect if the customer requests suspension of payment or bankruptcy or is claimed against him or is placed on the whole or part of its assets. All invoiced amounts will be payable immediately. Because of this termination, user will never be liable for any compensation.

## 10. Force Majeure

10.1 User shall not be liable if a shortcoming is the result of force majeure. During the period in which there

is force majeure, user's obligations are suspended. If the period in which force majeure does not allow the fulfilment of obligations by user takes longer than three months, both parties are empowered to dissolve the agreement without any judicial intervention, without any Compensation will be maintained.

10.2 The term ' force majeure ' referred to in this article shall in any event be understood, unforeseen circumstances, also of an economic nature, arising out of debt or the user's cause, such as serious disturbance in the holding, Forced shrinkage of production, strikes and exclusions, both in the user and in ancillary companies, war, hostilities, state of siege, mobilization, either in the Netherlands or in any other country where any branches of User or of ancillary companies are established, delays in the transport or delayed or erroneous delivery of goods or materials or components by third parties including user ancillary companies.

10.3 If the user has already partially fulfilled its obligations in the event of force majeure, or can only partially fulfil its obligations, it shall be entitled to invoice the already delivered or the available part separately and Is the customer obliged to comply with this invoice if it concerned a separate agreement.

## 11. Liability

11.1 The user is solely liable for any damage that the customer suffers, if and insofar as such damage is the direct result of intentional or intentional recklessness of user executives.

11.2 The total liability of user shall in all cases be limited to compensation for direct damages, in which the total user to the customer to pay the amount under any Ongedaanmakingsverplichtingen and compensation for damages Will never exceed the amount of the price stipulated for that agreement (excluding VAT).

11.3 User shall not be liable for any damages, if and to the extent that the customer has insured himself against the damage in question or reasonably could have ensured.

## 12 disputes and applicable law

12.1 If there is ambiguity as to the interpretation of one or more provisions of these general terms and conditions, then the explanation of that provision (s) should be found ' to the spirit ' of these general terms and conditions.

12.2 A contract concluded with the user is governed by Dutch law. Foreign legislation and treaties under which the United Nations Convention on the International Sale of goods relating to movable property of 11 April 1980 (Viennese purchase convention) is excluded.

12.3 Any disputes relating to this Agreement or arising from this Agreement shall be settled at first instance by only the competent court in the district in which the user at the time of concluding This agreement is established.

12.4 In any dispute the English version of the terms and conditions are leading.