

General Conditions

These General Conditions of DutchGreenhouses™ have been deposited at the Chamber of Commerce, Rotterdam on May 1st 2017.

Article 1: Applicability

These general conditions apply to all legal relationships and contracts in which Global Greenhouses B.V. and its subsidiary companies, hereinafter named "DutchGreenhouses™", act as contractor, supplier, manufacturer, contractor or as service provider. The applicability of the terms and conditions from the ordering/purchasing party hereinafter named "Buyer" is herewith explicitly declined.

Article 2: Quotations and Agreements

1. Quotations and proposals made by DutchGreenhouses™ are valid for 30 days, unless otherwise agreed in writing.
2. Information in quotations and proposals is to be handled most confidentially and may not be shared with third parties without prior written consent of DutchGreenhouses™.
3. An agreement between DutchGreenhouses™ and Buyer is only established if DutchGreenhouses™ receives a written confirmation from Buyer within 14 days or if a verbal agreement is afterwards confirmed by DutchGreenhouses™ in writing.
4. A proposal is also accepted by the Buyer if it is approved in writing by a representative, consultant or architect hired by the Buyer.
5. Unless otherwise specified, prices listed in a quotation or agreement are excluding VAT.
6. The prices listed in a quotation only refer to the works and / or supplies explicitly described in the offer.
7. If the agreement is established under suspensory terms subjected to obtaining required financing or permits by the Buyer, and if the Buyer can show that the financing or permits cannot be obtained within 18 months of signing the agreement, both parties will make maximum efforts to modify the project or product within the limits of financing or permits.
8. In the case of a greenhouse project, the agreement contains notices of;
 - a. the greenhouse specifications
 - b. the exact construction site
 - c. the method of shipment of building materials
 - d. the timeframe of construction
 - e. the lumpsum price, excl. VAT
 - f. the method of payment

Article 3: Delivery

1. Delivery implies that the goods are made available by DutchGreenhouses™ to the Buyer.
2. Unless otherwise agreed in writing, the delivery is Ex Works. If the delivery is agreed upon one of the Incoterms, these Incoterms will prevail from the moment the agreement is signed.
3. The Buyer is obliged to take off the purchase goods from the moment these are delivered to the Buyer. If the Buyer refuses to take off the goods, or is negligent with the supply of information or instructions, related to the delivery, the goods will be stored under the Buyers risk. The Buyer, in this case, will be responsible for all additional costs including, but not limited to storage and transportation costs.

Article 4: Delivery Time & Completion Date

1. Unless otherwise agreed in writing, the delivery time is not a fatal time. With a not timely delivery or completion the Buyer is to provide a default notice to DutchGreenhouses™ regarding the timeframe with a reasonable term of 30 working days.
2. The agreed upon delivery time will be extended with the period in which DutchGreenhouses™ has not yet been supplied with the required information, documents and materials by the Buyer.

3. The delivery time or completion time is set in the expectation that the foreseeable circumstances on the moment of establishing the agreement remain the same during the execution of the agreement and that the required materials from third parties are supplied timely to DutchGreenhouses™. Delays as a result of changed circumstances and / or not timely delivery of materials by third parties to DutchGreenhouses™ results in an extended delivery time proportionally with the origin of the delay.
4. After the expiration of the timeframe for a default notice as intended in clause 1 and without prejudice in Article 20, the Buyer is not entitled to compensation or penalty. However, it does entitle the Buyer to terminate the agreement. To the extent that the agreement has already partially been met by DutchGreenhouses™, the termination only affects the portion that has not yet been implemented.
5. If the Buyer fails to meet the payment schedule, DutchGreenhouses™ is entitled to suspend the entire execution of the agreement.
6. With the acceptance of work, the completion date shall be extended, without prejudice to Article 21 (Force Majeure), with the number of working days that have been unworkable as a result of force majeure (not limited to rainfall, snowfall, hail, storms, frost and fog) or as a result of an unworkable soil condition on the site during the period between the commence and completion of works by DutchGreenhouses™. These circumstances in which DutchGreenhouses™ has not been able to perform works, disrupt the construction schedule and thus extend the completion date.

Article 5: Partial Deliveries

DutchGreenhouses™ is entitled to deliver sold items in parts and/or multiple shipments. However, this does not apply if the partial deliveries have no independent value. In the case of partial deliveries, DutchGreenhouses™ is authorized to invoice each part separately.

Article 6: Technical Demands

The products supplied by DutchGreenhouses™ comply with the technical requirements or industry standards laid down by Dutch laws or regulations and/or European regulations. Other technical demands imposed to the goods by the Buyer or the authorities in the country of destination that deviate from the above-mentioned requirements and regulations should be explicitly stated by the Buyer at the establishment of the agreement. These additional requirements are only part of the agreement if DutchGreenhouses™ has confirmed to meet these additional requirements in writing.

Article 7 : Samples, models, examples, weights, dimensions and colors

If DutchGreenhouses™ shows or supplies a model, sample, image, drawing or example, or weights dimensions and colors, this is only provided as an indication: the characteristics of products or works to be performed can deviate from the model, example and image or examples, weights, dimensions and colors and are therefore not part of an agreement, unless DutchGreenhouses™ has explicitly guaranteed the correctness.

Article 8: Execution of the agreement

1. The Buyer is to ensure that all information, documents and objects of which DutchGreenhouses™ indicates that these are necessary or of which the Buyer should reasonably understand that these are required for the execution of the agreement, are provided timely to DutchGreenhouses™. If the information, documents and objects are not provided timely to DutchGreenhouses™, DutchGreenhouses™ is entitled to suspend the execution of the agreement and/or to charge the costs

resulting from the delay in accordance with the agreement with the Buyer with the usual rates to the Buyer.

2. The Buyer ensures that DutchGreenhouses™ has the necessary facilities, such as electricity, (drinking) water, gas, compressed air, telecom, internet connection and sewage connection, at its disposal at the location where the work is to be performed in a timely fashion, free of charge and guaranteed access. In addition to the above, the Buyer is to ensure that the access roads to the location where the work is to be performed are suitable for transportation of heavy duty equipment.
3. DutchGreenhouses™ cannot be held responsible for any damage, in any form, as the result of misinformation or incomplete information provided by the Buyer, unless this was communicated explicitly to DutchGreenhouses™ well in advance.
4. If it has been agreed that the agreement is to be executed in multiple phases, DutchGreenhouses™ may suspend the execution of components belonging to a subsequent phase, until the Buyer has approved the results of the pre-existing phase in writing.
5. The Buyer is obliged to ensure that the works can be performed at the agreed upon times. The Buyer also agrees to ensure that the goods, tools and other materials supplied by DutchGreenhouses™ can be stored in such a way and in such a place that the above mentioned goods, tools and other materials cannot reasonably be damaged or reasonably be stolen or dislocated.
6. The Buyer ensures that DutchGreenhouses™ has the required permits, exemptions, decisions and/or permissions at its disposal on time. Upon obtaining the above mentioned, DutchGreenhouses™ will provide the Buyer with the necessary cooperation to reasonable extent.
7. The Buyer agrees with the adequacy of the structures, supplies and working methods prescribed by the Buyer, including impact the soil conditions have on the works, as well as the instructions given by or on behalf of the Buyer and the tools and building materials provided and/or prescribed by the Buyer.
8. Unless otherwise agreed in writing, only materials of normal commercial quality are used. All remaining materials or residues remaining in the building are owned by DutchGreenhouses™ and may be removed by DutchGreenhouses™ from the constructions site. This is not the case if DutchGreenhouses™ has used third-party materials.
9. Cost that DutchGreenhouses™ needs to incur due to non-compliance or non-timely compliance to any responsibility implied in clauses 1,2,5,6 and 7 of Article 8 of the Buyer, will be reimbursed by the Buyer to DutchGreenhouses™.

Article 9: Modifications in Supplies

DutchGreenhouses™ is authorized to supply items and goods that differ from what has been agreed upon in respect of changes to the goods, packaging or accompanying documentation which are required to comply with applicable legal requirements, or, in the case of minor changes, changes that are an improvement.

Article 10: Changes to the agreement, additional and less work

1. If, during the execution of the agreement it turns out that for proper execution it is necessary to change works or perform additional works, including but not exclusively as a result of a particular assignment from the Buyer or a by the Buyer engaged consultant or as a result of by the authorities prescribed changes to the work, or necessary provisions to prevent unforeseen difficulties or to solve arisen problems, the parties will timely agree and in good consultation make changes to the agreement to match the new work scope.
2. However, if, during the execution of the agreement, changes or additions are found useful or desirable by DutchGreenhouses™, DutchGreenhouses™ is entitled to apply these changes or

additions if it does not affect the functionality of the structure, system or product.

3. If parties agree to a change or addition to the agreement, the time of completion and/or delivery can be influenced. DutchGreenhouses™ is to inform the Buyer as soon as possible.
4. If the change or addition to the agreement has financial and/or qualitative consequences, or if changes are made during the work, DutchGreenhouses™ will inform the Buyer about this in advance. If there has been agreed to a fixed price, DutchGreenhouses™ will indicate to what extent the changes or additions of the agreement result in an overrun of this fixed price, unless the Buyer should have understand that the changes or additions would affect the price.
5. In the case of additional and less work, the absence of written or electronic assignment does not affect the entitlements of DutchGreenhouses™ as well as the Buyer.

Article 11: Confidentiality

Both parties, DutchGreenhouses™ and the Buyer, are required to maintain confidentiality of any confidential information they have obtained from one another or from another source under their agreement. Information is confidential if it has been notified by the other party or if it is due to the nature of the information.

Article 12: Intellectual Property

1. Without prejudice to Article 11 (Confidentiality) of these General Terms, DutchGreenhouses™ shall retain the rights and entitlements conferred upon it by the virtue of the Copyright Act.
2. All documentation provided by DutchGreenhouses™, such as, but not limited by, reports, advice, technical designs, sketches, drawings, technical descriptions, static calculations, software, data carriers are to be used solely for the use of the Buyer in respect of the agreement and may not be reproduced by the Buyer, made public or be notified to third parties without prior permission from DutchGreenhouses™.
3. DutchGreenhouses™ remains entitled to all intellectual and industrial property rights which are developed by DutchGreenhouses™ as a part of execution of the agreement with the Buyer. After delivery or completion of works, the Buyer only obtains the non-exclusive rights to use the documents and models provided by DutchGreenhouses™ and may only be used in connection with the usual operation of the company. DutchGreenhouses™ also reserves the right to use the knowledge gained in carrying out the work for purposes beyond the scope of the agreement with the Buyer, insofar as no confidential information from the Buyer is disclosed to third parties.
4. DutchGreenhouses™ is, without prejudice to Article 11 (Confidentiality), entitled to make photographs and film recordings of the work for promotional activities including publications on the internet.

Article 13: Termination of the agreement

The claims of DutchGreenhouses™ on the Buyer are immediately due if:

- After conclusion of the agreement, DutchGreenhouses™ has become knowledgeable that due to circumstances, the Buyer will not meet his obligations.
 - DutchGreenhouses™ has requested the Buyer to provide guarantee for compliance and this guarantee is absent or inadequate within the stipulated timeframe.
- In these cases, DutchGreenhouses™ is entitled to suspend the further execution of the agreement and/or to terminate the agreement, without prejudice to the right to claim damages. If circumstances arise with regard to people and/or materials of which DutchGreenhouses™ will make use or intends to make use of in the execution of the agreement, which are such that the

execution of the agreement is impossible or otherwise objectionable and/or disproportionate costly, that compliance with the obligations in the agreement can no longer be required in any reasonable, DutchGreenhouses™ is authorized to terminate the agreement.

Article 14: Warranty

1. DutchGreenhouses™ guarantees that the supplied greenhouses and other delivered goods are free of design, material and manufacturing errors for a period of 1 year after delivery or after the time of commissioning.
2. In the case of glass breakage, the above applies within the warranty period, provided that repair within the warranty will only take place after the Buyer has proven that the glass breakage is the result of a construction error by DutchGreenhouses™ or as a result of any other deficiencies that under these General Terms are to be borne by DutchGreenhouses™.
3. If a complaint is found valid under the warranty of DutchGreenhouses™, DutchGreenhouses™ is only obliged to supply the missing item, the item to which the complaint relates, or to repay the price to the Buyer of the item to which the complaint relates.
4. DutchGreenhouses™ is only liable in accordance with Article 20 (Liability and Limitation) to damages as a result of defect in the delivery.
5. The warranty expires if failure to comply or function of the delivered item with its specifications is the result of improper treatment, such as, but not limited to, negligence, misuse, incorrect or non-performance of maintenance procedures, or in the case of deviations which are unavoidable due to technically reasonably, imply a qualitative improvement or do not significantly limit the functionality of the product/system given the purpose for which the buyer uses the product/system in a normal business operation.
6. By way of derogation from clause 1, to materials/products supplied by third parties to DutchGreenhouses™, DutchGreenhouses™ does not provide longer guarantee than the limits of guarantee from the third-party supplier towards DutchGreenhouses™.
7. After repair or replacement under this warranty, the warranty period will not be renewed and the warranty will end when the original term ends.
8. In the case of defects, which are wholly or partly due to any governmental regulations regarding the nature or quality of the used materials, no warranty is given.
9. If the Buyer performs any repairs or changes without prior permission from DutchGreenhouses™, or has others perform these repairs or changes, or does not meet its payment obligations, the DutchGreenhouses™ warranty immediately expires.
10. The matters in respect of which the guarantee is claimed may only be returned by the Buyer after the prior consent of DutchGreenhouses™. Items returned, but not found to be defective, will be returned to the Buyer. The costs incurred in shipment and investigations deriving from this complaint are to be reimbursed by the client to DutchGreenhouses™.
11. Warranty is only provided by DutchGreenhouses™ on designs made by itself, this means DutchGreenhouses™ is never liable for any defects in buildings built according to the designs of the Buyer or third parties hired by the Buyer, or caused by incorrect or incomplete information, data and drawings supplied by the Buyer.
12. In the case of the sale of finished goods/ goods that have been purchased by DutchGreenhouses™ and are delivered unprocessed, the goods are sold in the state in which they remain. In this case, DutchGreenhouses™ accepts no warranty and liability, unless explicitly agreed otherwise in writing.

Article 15: Retention of Title

1. The goods delivered by DutchGreenhouses™ remain the property of DutchGreenhouses™ until the Buyer has fulfilled all of the following obligations from all contractual agreements with DutchGreenhouses™:
 - a. The compensation(s) in respect to the delivered goods itself.
 - b. The compensation(s) in respect of services performed by DutchGreenhouses™ according to the agreement.
 - c. Any claims for non-compliance by the Buyer of this agreement.
2. The consequences of property law of an exported good/product are governed by the law of the country of destination of the good/product if the retention of title under the law of the country of destination does not lose its effect until the full price has been paid, unless DutchGreenhouses™ determines otherwise.
3. Goods/products delivered by DutchGreenhouses™ which are subject to the retention of title under clause 1, may only be resold in the course of normal business conduct. In addition, the Buyer is not entitled to pledge or to create any other right on the goods.
4. On delivered items which have been transferred to the Buyer by payment and are still in the hands of the Buyer, DutchGreenhouses™ reserves the right for the pledges as referred to in Article 3:237 BW (Dutch Civil Code) to have insurance for future payments, other than those mentioned in clause 1 of this Article, which DutchGreenhouses™ may have against the Buyer for any reason. The powers provided in this clause also apply to items delivered by DutchGreenhouses™ which have been processed or processed by the Buyer, which would have resulted in DutchGreenhouses™ to lose its retention of title.
5. If the Buyer fails to comply with his obligations or if there is reasonable fear that he will not do so, DutchGreenhouses™ is entitled remove or keep the Buyer away from delivered items on which the retention of title from clause 1 remains with the Buyer. The buyer is obliged to cooperate with this and is fined a penalty of 10% per day of the amount owed by him.
6. If third parties want to apply any right to the by DutchGreenhouses™ delivered goods under retention of title, the Buyer is required to notify DutchGreenhouses™ as soon is reasonably possible.
7. The Buyer is obliged at the first request of DutchGreenhouses™ to:
 - a. Insure the goods delivered under retention of title and to keep the goods insured against fire, explosion, water damage and against theft and show the policy for this insurance.
 - b. Pledge all the claims of the Buyer on insurers regarding the delivered goods under retention of title in the manner prescribed in Article 3:239 BW (Dutch Civil Code).
 - c. Claims that the Buyer obtains against his customers in the resale of delivered goods by DutchGreenhouses™ under retention of title in the manner prescribed in Article 3:239 BW (Dutch Civil Code).
 - d. Recognize the goods delivered under retention of title as the ownership of DutchGreenhouses™.
 - e. Cooperate in other ways with all reasonable measures that DutchGreenhouses™ intends to take in order to protect its property rights with respect to the goods/products and which does not unreasonably interferes with the normal course of business of the Buyer.

Article 16: Defects, Risks and Commissioning

1. The Buyer is to inspect purchased goods at delivery, or as soon as possible. In this case, the Buyer must check whether DutchGreenhouses™ complies with the agreement by checking:
 - a. If the correct goods have been delivered
 - b. If the delivered goods comply with the quantity of purchase
 - c. If the delivered goods comply with the agreed quality standards or comply with normal industry standards

2. If it appears that damage has occurred, the Buyer must take all measures to obtain compensation from third parties to the extent that third parties may be held liable by DutchGreenhouses™.
3. If visible defects or deficiencies are identified, the Buyer must report this to DutchGreenhouses™ in writing within 3 days upon arrival of the goods. Also visible defects must be appear on the consignment note and/or delivery receipt.
4. Non-visible defects must be reported in writing to DutchGreenhouses™ by the Buyer within 3 days after discovery, but no later than 14 days after delivery of the goods.
5. Even if the Buyer informs with the mentioned timeframe, his obligation to pay and to take off the delivered goods. The delivered goods can only be returned to DutchGreenhouses™ after prior written permission of DutchGreenhouses™.
6. In case of a purchase agreement, the risk of the sold goods by DutchGreenhouses™ is transferred to the risk of the Buyer from the moment when the goods are offered Ex Works for transportation. If DutchGreenhouses™ has concluded a transport contract in respect of the to be delivered goods to the Buyer, it will be deemed to have done so in the capacity of freight forwarding agent as referred to in Article 8:60 BW (Dutch Civil Code). If DutchGreenhouses™ has carried out the transport itself, the risk of the goods delivered by DutchGreenhouses™ is at the risk of the Buyer from the time that the goods were delivered to him.
7. In case of a contract which includes the construction, the goods, as soon as they have been supplied on or near the construction site at the designated unloading location, are at the risk of the Buyer.
8. The Buyer is liable for all damage that occurs to the goods after the delivery of the goods. The Buyer must be properly insured against damage and theft and will, at the first request of DutchGreenhouses™ provide access to the policy terms.
9. During construction/assembly, the risk for the constructed/assembled is that of the Buyer. The Buyer will have the necessary insurance contracts in order at the very start of the construction period in respect of the construction of the greenhouse unless explicitly agreed otherwise.
10. In the case of a contract which includes the construction, an inspection of the work will be performed within 14 days after the work is completed. The Buyer must cooperate in this inspection.
11. The final inspection shall be deemed to have taken place if the installation or the works have been completed completely and the greenhouse is ready for operation. With tests on the works it is to be found that the installations or the work complies with the agreement and is approved by the Buyer.
12. During the final delivery, a list of possible defects can be made by the request of the Buyer. Defects that do not substantially interfere with normal functioning of the delivered works and/or installation are not a reason for the refusal of approval by the Buyer.
13. DutchGreenhouses™ is required to repair these possible defects as soon as possible after the Buyer has requested these in writing to DutchGreenhouses™. The Buyer is then obliged to cooperate and provide DutchGreenhouses™ with a reasonable opportunity to do so.
14. In addition, a final statement of additional work can be drawn up.
15. In the event that the Buyers fails to list the defects to work referred to in clause 12, the Buyer is obliged to inform DutchGreenhouses™ in writing within five days of the final inspection. If the Buyer fails to do so within this period, the installation or works will be deemed to have been approved.
16. DutchGreenhouses™ must be able to correct the identified defects within a reasonable period of time. After correction of these defects, a new final inspection takes place.
17. On the second final inspection, other defects, not noticed on the first inspection, will not be a reason for declining approval of the works.

18. The works are deemed to be commissioned and delivered immediately after the second final inspection has been approved by the Buyer or after the first usage by the Buyer.
19. Any legal action due to a defect in a delivered good or commissioned work will has the limitation period of one year after the date of final delivery, and/or commissioning and/or usage of the installations/works by the Buyer.

Article 17: Prices and Price Increases

1. If DutchGreenhouses™ agrees a certain price with the Buyer, DutchGreenhouses™ is nevertheless entitled to increase the price: DutchGreenhouses™ may pass on increases in cost-determining factors and will bring the cost increase specified explicitly to the Buyer as soon as possible. If the price increase exceeds 20%, the Buyer has the right to terminate the agreement. The Buyer has no right to be compensated in case of termination of the agreement.
2. Prices are based on Delivery Ex Works, excluding VAT, packaging, insurance, taxes and import duties, unless agreed otherwise in writing.

Article 18: Payment

1. Payment must be made within 14 days of the invoice date. This payment is to be made by bank transfer to the bank account number specified on the invoice. If the payment has not been fulfilled after 14 days after the invoice date, the Buyer is in default. In this case the Buyer is liable to pay interest at a rate of 1% of the amount due per month from the moment the Buyer is in default.
2. In the case of liquidation, bankruptcy or suspension of payment of the Buyer or when application of a debt restructuring scheme to the Buyer is pronounced, the obligations of the Buyer will be due immediately.
3. Payments made by the Buyer always cover all costs due including earlier invoices and all interest and bank costs due.
4. Payments must be made without discount or settlement.
5. Compliance with the price increase as referred to in Article 17 and payment or settlement of additional or less work takes place in accordance with this article.

Article 19: Collection Fee

1. If the Buyer fails to fulfill one or more of his obligation within the given time, then, in addition to the agreed price and costs, all costs incurred in order to obtain the compensation will be paid by the Buyer. This includes all incurred costs for drawing up and sending reminders of the due invoices, making a settlement proposal and obtaining information. These costs are set at 15% of the invoice amount with a minimum of € 250,00. If DutchGreenhouses™ has incurred higher costs, these are also eligible for compensation from the Buyer.
2. The Buyer is liable to DutchGreenhouses™ for the costs incurred by DutchGreenhouses™ in all instances, limited to costs proven to be out of proportion by the Buyer. This applies only if DutchGreenhouses™ and the Buyer have an purchase agreement to which these General Terms apply and are conducting a legal procedure and the judgement of the court is that the Buyer is in full or serious breach.

Article 20: Liability and Limitation

1. If DutchGreenhouses™ has allegedly been deficient in compliance with its obligations towards the Buyer and has committed and unlawful act, DutchGreenhouses™ is, in respect to its obligations under Article 14 (Warranty) , only liable for any damages incurred proven by the Buyer if it is the result of intent or gross negligence of DutchGreenhouses™ or its personnel.
2. If DutchGreenhouses™ is to be held liable under clause 1 of this Article, DutchGreenhouses™' liability is limited up to 15% of the purchase amount (Ex VAT). If the agreement consist of partial deliveries, the liability for damages is limited to a maximum of

15% (Ex VAT) of the nominal amount of the partial delivery. DutchGreenhouses™ is not liable for any indirect damage, such as, but not limited to: (growth) damage to crops, company damage, stagnation damage, loss of profits and loss of revenue.

3. DutchGreenhouses™ is also not liable for damages resulting from the quality of materials used or supplied by the Buyer or by the use of materials and tools provided by the Buyer to DutchGreenhouses™.
4. Notwithstanding the above, DutchGreenhouses™' total liability will be limited to the amount of indemnity paid by the insurance company increased with the amount of deductibles of the insurance policy. In case of a legal procedure, DutchGreenhouses™ will on request of the Buyer provide a copy of its insurance policy.
5. The Buyer indemnifies DutchGreenhouses™ and people or organizations involved in the execution of its obligations against all claims of third parties as a result of damages suffered by such parties coming forth out of the execution by DutchGreenhouses™ of the agreement, the use by the Buyer of the goods supplied by DutchGreenhouses™, realized works and services, unless there is intent or gross negligence present on the part of DutchGreenhouses™ and/or people and/or organizations involved in the execution of the agreement.
6. Any claim for damages arising from the liability of DutchGreenhouses™ shall be terminated after one year after the date of delivery of the goods or completion and/or commissioning of the work.

Article 21: Force Majeure

1. Force Majeure entails conditions that prevent compliance with the contractual agreement and are not to be held attributable to DutchGreenhouses™. Force Majeure includes (if and as far as these circumstances make execution of the agreement impossible): political unrest or conflicts, (international) sanctions, barriers to trade, dangerous situations in which the safety of subordinates, personnel and assistants in the country where work is carried out cannot be guaranteed, strikes in companies other than DutchGreenhouses™, wild strikes or political strikes in the company or companies of DutchGreenhouses™; an overall lack of required raw materials and other things or services necessary for the execution/implementation of the agreement; unforeseeable stagnation by suppliers or other third parties of which DutchGreenhouses™ is dependent and general transport problems.
2. DutchGreenhouses™ also has the right to invoke Force Majeure, if the circumstance that prevents (further) compliance to the agreement occurs after DutchGreenhouses™ should have fulfilled its commitment.
3. During Force Majeure, the delivery and other obligations of DutchGreenhouses™ are suspended. If the period in which failure to comply with the obligations of DutchGreenhouses™ as a result of Force Majeure is longer than 30 days, both parties are authorized to terminate the agreement without there being any liability for damages.
4. If, with the entry of Force Majeure, DutchGreenhouses™ has already (partially) fulfilled obligations, DutchGreenhouses™ is entitled to invoice the delivered goods or works performed separately and the Buyer is obliged to comply with this invoice as if it were a separate contract. However, this does not apply if the already delivered goods have no independent value.

Article 22: Settlement

The judge of the international court of The Hague is exclusively authorized to notify of any disputes that may arise between DutchGreenhouses™ and the Buyer. DutchGreenhouses™, however, remains entitled to take legal action against the Buyer in an authorized court in the country and/or city of the Buyer or the final destination of the goods or where the works are performed.

Article 23: Applicable Law

To any agreement between DutchGreenhouses™ and the Buyer, Dutch law applies, with exception of the Vienna Sale Convention.

Article 24: Amendments of Terms

DutchGreenhouses™ is entitled to make amendments to these General Terms. These changes will take effect on the announced date of entry.

DutchGreenhouses™ will timely forward the amended terms to the Buyer. If no date of entry into force has been notified, changes will effect once the amended terms have been notified to the Buyer.