

General Terms and Conditions – Croptimal B.V.

Article 1: Definitions

1.1 Licensor: the private limited company Croptimal B.V., incorporated in Mensingeweer, municipality of Het Hogeland, office at Groot Maarslag 10, 9961 TB Mensingeweer, listed in the Dutch Commercial Register under number 76732916.

1.2 Licensee: the natural and/or legal person acting in the course of a profession or business who has entered into or wishes to enter into an agreement with the Licensor regarding the use of the Software, Licenses, and associated services.

1.3 License Agreement: the written agreement outlining the rights and obligations between Licensor and Licensee, supplemented by these General Terms and Conditions.

1.4 Supplier: the organization that provides the Software, Licenses, and associated rights and Documentation to the Licensor.

1.5 Agreement: the License Agreement, including appendices and these General Terms and Conditions, which govern the rights and obligations regarding the use of the Software, Licenses, and related services.

1.6 General Terms and Conditions: this document titled 'GENERAL TERMS AND CONDITIONS CROPTIMAL B.V. VERSION 2023-1'.

1.7 Software: the (digital) programs and applications that ensure the proper functioning of the information system of the Equipment for which these programs are intended.

1.8 License: the right to use the Software, associated services, and rights as described in the License Agreement.

1.9 Documentation: all data and information, in any form, provided by the Licensor to the Licensee for the use of the Software, Licenses, and related services.

1.10 Equipment: the device(s) on which the Software is installed and/or operated and which may be controlled by the Software.

1.11 Written: any communication that is recorded in writing and can be referenced later.

1.12 The definitions listed above are capitalized throughout these General Terms and Conditions. The plural use of a definition does not affect its interpretation.

Article 2: Applicability and Amendments

2.1 These General Terms and Conditions apply to the License Agreement and all offers, quotations, and confirmations issued by the Licensor. They also apply to all actions taken by either party related to the Agreement.

2.2 In the event of a conflict between the License Agreement and these Terms, the License Agreement shall prevail.

2.3 These Terms also apply to any amendments or future agreements unless agreed otherwise in writing.

2.4 If any provision is nullified or deemed invalid, the rest of the provisions remain in effect. In such cases, the parties will aim to replace the invalid provision with one that reflects the original intent.

2.5 Licensor reserves the right to unilaterally amend these Terms. Any changes will be communicated to the Licensee at least two months before taking effect.

2.6 Licensor may engage third parties in fulfilling the Agreement. These Terms apply directly to those third parties and the Licensee. Limitations of liability apply to the Licensor and any third parties collectively.

2.7 Any terms and conditions from the Licensee are explicitly rejected unless accepted in writing by the Licensor.

Article 3: Formation of Agreement and Offers

3.1 The Agreement is concluded upon the Licensee signing the License Agreement or by other written acceptance of the offer by the Licensor.

3.2 Even if the License Agreement is not signed, the Agreement is deemed concluded if the Licensor reasonably assumes that the Licensee agrees and begins delivering services under the Agreement.

3.3 All offers and quotations by the Licensor are non-binding and valid for 30 days, unless explicitly stated otherwise in writing.

Article 4: Right of Use and Method of Use

4.1 The Licensee may only use the Software in accordance with its intended purpose and not for any other business activities.

4.2 The Licensee may not use the Software in violation of laws or regulations and must ensure all required legal documents are obtained.

4.3 Prior to using the Software, the Licensee and its users must be familiar with and follow all provided Documentation and instructions.

4.4 The Software must always be used in accordance with provided manuals and guidelines.

4.5 The Licensee may not alter, adapt, or reverse engineer the Software or Documentation.

4.6 The Licensee must notify the Licensor immediately if any of the Software or associated rights are at risk of being seized or claimed by a third party.

4.7 The Licensor is not liable for improper use or maintenance, or if unauthorized modifications are made by the Licensee.

4.8 The right to complain about defects expires 8 days after the defect is or should have been discovered unless reported in writing within that period.

Article 5: Prices and Payment

5.1 Payments must be made within 14 days of the invoice date unless stated otherwise.

5.2 All invoices must be paid in full without deduction or set-off.

5.3 The Licensor may request advance payment or security before executing the Agreement.

5.4 The Licensee is not entitled to suspend payments or offset any claims unless approved in writing.

5.5 All amounts are exclusive of VAT and other governmental charges. Payments must be made in euros.

5.6 Additional services outside the Agreement will be charged separately based on applicable rates or reasonable valuation.

5.7 Invoice disputes must be submitted in writing within 8 days. Disputes do not suspend payment obligations.

5.8 The Licensor may annually adjust fees, with notice at least 3 months in advance.

5.9 The Licensor may pass on cost increases not attributable to itself.

5.10 Failure to pay on time results in default and immediate claimability of all outstanding amounts, including statutory interest.

5.11 A defaulting Licensee owes 15% collection costs with a €250 minimum in addition to interest.

5.12 Each payment reminder will incur €50 in administrative fees.

5.13 The Licensor may claim actual collection costs if they exceed the standard surcharge.

5.14 If legal proceedings result in a ruling in favor of the Licensor, all legal costs are payable by the Licensee.

Article 6: Duration, Renewal, and Termination

6.1 If not specified, the Agreement has a term of 36 months from the start date.

6.2 The Agreement automatically renews for 12 months unless terminated in writing at least 3 months before expiration.

6.3 Termination by the Licensee must be by registered letter.

Article 7: Suspension, Recall, Force Majeure, Termination

7.1 The Licensor may suspend obligations if the Licensee defaults or if there's a strong presumption of default.

7.2 The Licensor or Supplier may recall or remove the License/Software if legally required or deemed necessary.

7.3 In case of force majeure, obligations are suspended for the duration of the event.

7.4 The Licensor may terminate the Agreement immediately if the Licensee breaches terms, becomes insolvent, files for bankruptcy, offers a composition, or ceases operations.

7.5 Termination must be done in writing.

7.6 The Licensee is not entitled to compensation if termination is due to a cause listed in 7.4.

7.7 Upon termination, the Licensee must cease use of the Software and return or delete it.

7.8 All Software and rights provided are on loan and must be returned or destroyed upon termination.

Article 8: Confidentiality

8.1 The Licensee must keep all confidential information received during the Agreement confidential and use it only for executing the Agreement.

8.2 Upon termination, confidential information must be deleted or destroyed.

8.3 All information is deemed confidential unless explicitly stated otherwise.

8.4 Breach of confidentiality results in a €1,000 penalty plus liability for damages.

Article 9: Non-Transferability

The Licensee may not transfer the Agreement or any rights or obligations to third parties without written consent from the Licenser.

Article 10: Delivery

10.1 The Licenser determines how and to whom delivery is made. The Licensee guarantees the recipient is authorized.

10.2 Partial deliveries are permitted.

10.3 Risk transfers upon delivery.

10.4 Complaints must be reported within 8 days of delivery.

10.5 Delivery times are indicative and not strict deadlines.

10.6 Any additional costs due to delays caused by the Licensee are chargeable.

10.7 Unforeseen delivery costs may also be passed on to the Licensee.

Article 11: Data Processing and Privacy

11.1 The Licenser and Supplier may retain and use Software-generated data to improve the Software or for commercial purposes.

11.2 They may access this data both digitally and physically.

11.3 Personal data not necessary for service delivery will be anonymized or deleted.

11.4 The Software may take photos; identifiable individuals will be deleted if captured.

11.5 All processing is part of the Agreement.

Article 12: Warranties

The Licenser only provides warranties to the extent they are passed on from the Supplier.

Article 13: Liability

13.1 Except in cases of gross negligence or intent, the Licenser is not liable for any damages, including indirect or consequential loss.

13.2 The Licenser is not liable for advice or services outside the Agreement.

13.3 The Licensee indemnifies the Licenser against third-party claims resulting from the use of the Software or services.

13.4 The Licensee is responsible for loss or theft of supplied Software or equipment.

13.5 Liability is limited to the insurance payout or, if unavailable, the license fee charged.

13.6 The Licensee must maintain adequate liability insurance and provide proof upon request.

Article 14: Intellectual Property Rights

14.1 The Licensee receives a right to use the Software, but all intellectual property rights remain with the Licensor or its licensors.

14.2 Any new rights arising from use of the Software are transferred to the Licensor.

14.3 The Licensor is not liable for third-party IP claims; the Licensee indemnifies the Licensor.

Article 15: Miscellaneous Provisions

15.1 Dutch law applies. Disputes must be brought before the competent court in Groningen unless mandatory rules dictate otherwise.

15.2 Disputes must be brought within 6 months of arising if no resolution is found.

15.3 All notices must be in writing.

15.4 The Licensee must cooperate and provide information required for the Agreement's execution.

15.5 Amendments must be agreed in writing and apply only to the specific Agreement unless otherwise stated.

Disclaimer and Applicability

These General Terms and Conditions form an integral part of every offer, quotation, and agreement concluded by Cromptal B.V., unless explicitly agreed otherwise in writing. By placing an order or entering into an agreement, the customer acknowledges and accepts these terms.

This document may not include every applicable clause or exception. Cromptal B.V. reserves the right to supplement or update these terms as needed. The latest version is always available upon request.