

GENERAL TERMS AND CONDITIONS CROPLOOK.COM

Clause 1 Definitions

- 1.1 **Services:**
The term “Services” means providing Information via the Website to the Other Party and all related services which We provide.
- 1.2 **Information**
The term “Information” means information on growth parameters and expected proceeds from potatoes and other agricultural crops as further specified in the Agreement.
- 1.3 **Agreement**
The term ‘Agreement’ means the agreement for the provision of Services entered into by Us with the Other Party.
- 1.4 **Systems:**
The term “Systems” means the systems which We use for performance of the Services, such as the Website and other hardware, software and infrastructure, irrespective of whether these systems are Our property or have been made available to Us by third parties for the performance of the Services.
- 1.5 **Password:**
The term “Password” means a unique combination of letters, figures and/or punctuation marks provided to Us by the Other Party which can be used to gain access to the Website.
- 1.6 **Website:**
The term ‘Website’ means Our internet site, accessible via the domain name www.croplook.com.
- 1.7 **Other Party:**
The term ‘Other Party’ means any natural person or legal entity with whom We enter into an agreement.
- 1.8 **We/Us:**
The terms “We” or “Us” mean BasFood B.V., registered and having its place of business at De Zaale 11, (5612 AJ) Eindhoven.

Clause 2 Applicability

- 2.1 These general terms and conditions apply to all Agreements which We enter into with the Other Party, as well as all legal acts, deliveries and works arising from or related to these Agreements.
- 2.2 Deviations and additions to these General Terms and Conditions only bind Us if these have been agreed on in writing.
- 2.3 If one or more provisions in these General Terms and Conditions would be null and void or would be annulled, the other provisions of these General Terms and Conditions or the agreements entered into by the Other Party and Us to which these General Terms and Conditions relate, will remain in full force and effect.

Clause 3 Agreements

- 3.1 The Agreement with the Other Party is concluded as soon as We have sent electronic confirmation of the Agreement to the Other Party. If the Other Party is of the opinion that Our confirmation does not correspond to the content of the Agreement, it must inform Us within one working day by e-mail, failure do so meaning that the content of the Agreement shall be deemed to have been agreed in accordance with the content of Our confirmation.
- 3.2 The Other Party is required to keep its Password secret and not to provide it to third parties. Loss or theft of the Password is for account of the Other Party and the Other Party shall indemnify Us against damage and claims from third parties arising from unauthorised use of the Password.

Clause 4 Performance of Services

- 4.1 We shall endeavour to carry out the Services provided by Us in a professional and skilled manner in accordance with the agreements which We have made in that respect with the Other Party.
- 4.2 We are entitled to implement changes to the (access) to the Services, including rates and terms and conditions, if this is desirable or necessary for the functioning of the Services. If such amendments affect the manner in which the Other Party uses the Services, We shall inform the Other Party no later than five working days before the amendments take effect.
- 4.3 We do not guarantee that the Systems used by Us are available at all times. Nor do we guarantee unhindered access to the Internet and We are also not liable for malfunctions in the Internet connection or malfunctions in the telecommunication infrastructure.
- 4.4 We shall endeavour to announce work on the Systems in good time. However, if this is reasonably necessary for maintenance, amendments or improvements to our Systems to be carried out by Us or for protection of the Systems against viruses and/or other attacks, We are entitled to put the systems out of use and/or restrict the use of them temporarily without prior notification.
- 4.5 We shall endeavour to provide accurate, correct and up-to-date Information. Despite Our endeavours, however, it is possible that the Information is not accurate, correct, on time or up-to-date. We accept no liability whatsoever for this. The Other Party is solely responsible for all decisions or actions which it undertakes based on the Information and shall indemnify Us against any claim arising from the use of the Information. We do not accept any liability whatsoever for direct, indirect or special damages, consequential damage or other losses or damages of any nature whatsoever arising from the access to or use of Information.

Clause 5 Ownership and use of Information

All property rights with regard to the Information, including intellectual property rights such as copyright and database right, are vested in Us. Without prior written consent the Other Party is not permitted to further trade, provide to third parties, publish or reproduce the Information provided by Us, or prepare it for consultation or reproduction via the Internet, whether or not in an amended form. If the Other Party violates this prohibition, as compensation for the damage arising, it shall in any case owe an immediately due and payable penalty, not suitable for mitigation of €50,000 per event, or, at Our discretion, of €5,000 for each day that the violation continues, without prejudice to the obligation to pay the damage arising from the violation if and insofar as that is a higher amount.

Clause 6 Third Parties

- 6.1 We are entitled to have the work arising from the Agreement carried out by third parties.
- 6.2 The rights which arise from the Agreement for the Other Party are not transferable,
- 6.3 The Other Party herewith grants Us consent to transfer the legal relationship arising from the Agreement to third parties who are affiliated with Us in any way or have taken over our company business.

Clause 7 Suspension

We are authorised to suspend Our performance, if the Other Party does not meet one or more of its obligations or if We must assume from circumstances which have come to Our knowledge that the Other Party shall not observe its obligations.

Clause 8 Liability

- 8.1 We accept statutory obligations to pay compensation only insofar as apparent from clause 8.
- 8.2 We provide the Services “as is” without any guarantee. Our liability (irrespective of whether this arises from a shortcoming attributable to Us in the observance of the agreement or by law) is limited to compensation of damage which is a direct and exclusive consequence of Our intent or wilful recklessness.
- 8.3 Should we be held liable for damage other than damage which is a consequence of Our intent or gross negligence in spite of clause 8.1, then Our total liability is limited to an amount of €500 per event or series of connected events. Our total liability shall never exceed an amount of €5,000 however.
- 8.4 We exclude liability for indirect and consequential loss, including but not limited to lost or damaged data, lost profits, lost savings, or loss due to business interruption.
- 8.5 We are only liable for a shortcoming attributable to Us in the observance of the Agreement if the Other Party notifies us directly and clearly of default, whereby We must be given a reasonable term to rectify Our shortcoming, and We also continue to fail in the observance of Our obligations after this term. The notification of default must contain a detailed as possible description of the shortcoming so that We can respond properly.
- 8.6 Any right to damage compensation lapses if the damage is not reported to Us in writing as soon as possible but within six weeks of it occurring.

Clause 9 Confidentiality

- 9.1 Both parties guarantee that all information received from the other party before and after entering into the Agreement shall retain a confidential character. In any case information shall be considered as confidential if it is indicated as such by one of the parties.
- 9.2 Neither party shall use the confidential information for any other objective than for what it was provided for by the other party and shall not use it in any way other than indicated by the other party.

Clause 10 Disputes and applicable law

- 10.1 All disputes which might arise from the Agreement concluded with Us shall only be submitted to the court at 's-Hertogenbosch.
- 10.2 All agreements to which these General Terms and Conditions are fully or partially applicable are governed by Dutch law.