

Crops Online: Terms & Conditions

Version November 2020

Article 1: Definitions

For the following words in these Terms & Conditions and in the Agreements the following definitions apply:

- **“Crops Online Agreement”**: the agreement between Supplier and Customer for the use of Crops Online.
- **“Crops Online Service(s)”**: the set of services to be provided by Supplier, as further described in the Crops Online Agreement.
- **“Customer”**: the natural person or legal entity who entered into an Agreement with the Supplier.
- **“Defects”**: any shortcomings of the Web Application to the operation thereof as described in the accompanying documentation in the way. The lack of functionality in a new version of the Web Application that was present in an earlier version is not considered a Defect.
- **“Documentation”**: the written and / or electronic documentation pertaining to the Web application.
- **“Employees”**: an employee of Customer or Supplier, or by a natural person authorized to perform work for and / or under the responsibility of the Customer or Supplier.
- **“Field plans”**: an production field for the seeds, that contains one variety and a start and end date.
- **“Growers”**: the natural person or legal entity who entered who are growing the seeds for the Customer.
- **“Grower employees”**: an employee of Grower person authorized to perform work for and / or under the responsibility of the Grower.
- **“Production locations”**: location or Grower of crops.
- **“Supplier”**: Van Ruijven IT B.V.
- **“Web Application”**: the software as described in the Crops Online Agreement, which Supplier using the Crops Online Services provides access to the Customer for use in accordance with the provisions of Crops Online Agreement.

Article 2: Offer and agreement

- 2.1 These Crops Online Terms & Conditions apply to all negotiations and offers and to all Agreements pursuant to which Supplier supplies or could supply goods of any nature and/or provides or could provide services of any nature, even if these goods or services are not further specified in these Crops Online Terms & Conditions or in the Agreement, unless agreed otherwise in writing.
- 2.2 Supplier is entitled to unilaterally change the Crops Online Terms & Conditions and the Agreement. Where possible, Customer will be notified of such changes two (2) months before the changes come into effect. Customer is entitled to terminate an Agreement within two (2) weeks after Supplier has announced the changes to the Crops Online Terms & Conditions and the Agreements in the event that the changes are materially and/or unreasonably onerous upon Customer.
Price increases in accordance with the stipulations in Article 4.2 of the Crops Online Terms & Conditions are not considered neither to be material not unreasonably onerous.
In this case the Agreement will terminate at the time the changes come into effect. This termination shall not result in reimbursement of license, maintenance or any other fees to the Licensee. In the absence of a written, explicit objection against the announced change(s) within the stated period the Licensee is deemed to have accepted the changes.
- 2.3 All offers or quotations from Supplier are free of obligations and is revocable and must be considered an invitation to place an order. Supplier reserves the right to refuse orders without giving any reasons.

Article 3: Right of use

- 3.1 The Supplier herewith grants the Customer the non-exclusive right to use the Web application during the term of the Crops Online Agreement for the internal operations of the Customer, for recorded number of Users and Production locations. The right of use also includes the right to use the Documentation pertaining to the Web application.
- 3.2 The right of use starts when the Crops Online Agreement is established.
- 3.3 The Customer will use the Web Application only as described in these Crops Online Terms & Conditions.

- 3.4 Supplier is entitled at its discretion innovations to the Web Application. Supplier will timely notify the Customer for processing of updates and / or upgrades in so far as they are relevant for the use of the Web Application, all this at the discretion of the Supplier.
- 3.5 Customer may not allow the Web Application used for any other (legal) person than the Customer, its Employees, its in the system registered Growers and its in the system registered Growers Employees.
- 3.6 The Customer is expressly prohibited to transfer the right of use arising from the Crops Online Agreement to third parties.

Article 4: Duration and termination of the Agreement

- 4.1 The Crops Online Agreement is concluded for a period of one (1) year, unless otherwise expressly agreed in the Crops Online Agreement.
- 4.2 After the expiry of the period referred to in Article 4.1 is the Crops Online Agreement automatically renewed for a successive period of one (1) years unless either party the Crops Online Agreement terminates at least one (1) month before the end of the current period.
- 4.3 Supplier is entitled to termination the Crops Online Agreement with immediate effect at the time that Supplier notifies that Customer is unable to comply with his payment obligations, or at the moment that Supplier must conclude from the circumstances that Customer is no longer able to meet his payment obligations, or at the moment Customer stops his activities. The Crops Online Agreement will terminate by operations of law and with immediate effect if the Customer goes in liquidation, is granted a suspension of payments or is declared bankrupt.
- 4.4 The Crops Online Agreement can be terminated if the Customer, after having been served the appropriate notice of default, still fails to meet his obligations pursuant to the Agreement thirty (30) days after receipt of the notice of default.
- 4.5 Supplier shall under no circumstances be obliged to pay any damages as result of a termination as described in Articles 4.2, 4.3 and 4.4.
- 4.6 With termination of Crops Online Agreement, the use of the Web Application will stop immediately. Customer will no longer have access to the Web Application and his after termination of Crops Online Agreement. Supplier shall upon termination of the Crops Online Agreement for whatever reason, no fees refunded to Customer.
- 4.7 The term of the Agreement Crops Online is not changed as a result of placing additional orders by the Customer during the Crops Online Agreement.
- 4.8 Termination of a part of the Crops Online Agreement is only possible in case one or more users and/or production locations and/or modules are involved and that Customer mentioned which users and/or production locations and/or modules should be terminated. The expiry period as mentioned in article 4.2 is also applicable for the terminated users and/or production locations and/or modules.

Article 5: Price and payment

- 5.1 All prices and other tariffs are exclusive of VAT and exclusive of any other government levies payable by the Customer.
- 5.2 The Supplier is entitled to adjust the fees agreed with the Customer on an annual basis. The price changes will be communicated to the Customer in good time. The Customer expressly declares that he agrees with any price increases, when they are in line with and do not exceed the CBS (Central Statistics Bureau) Consumer Price Index figure (series: all households 2005 = 100). In the event of any price increases that exceed the aforementioned Price Index figure the Customer is entitled to terminate the Agreement before the Renewal date by notifying the Supplier accordingly in writing and by certified mail within two (2) weeks after the price increase was announced.
- 5.3 If the Customer does not respond to an announced increase within the aforementioned period of one (1) month the Customer is deemed to have accepted the Supplier's new price terms.
- 5.4 The Customer must make payments in accordance with the payment terms stated on the invoice. If no such terms are mentioned payment must be done in Euros within thirty (30) calendar days after the invoice date. The amount must be paid in full without any deductions or setoffs. The Supplier reserves the right to request full or partial advance payment for the Web Application and for any services to be provided.
- 5.5 If the Customer wholly or partly fails to meet his payment obligations in full under Article 5.4 of these Terms & Conditions, or fails to meet his payment obligations, the Customer is in default without any

further notice of default being required. Once in default the Customer must pay interest of 1.5% per month or part thereof, commencing on the date the payment was due. If, after the payment has become due and the Customer has not made a payment, the Supplier asks for payment of the principal sum only, this never means that the Supplier waives the aforementioned interest. The Customer will always be liable to pay interest from the moment the payment first became due.

- 5.6 All costs, including reasonably incurred attorney fees, incurred by the Supplier, either through the courts or otherwise, as a result of the Customer not meeting his obligations under an Agreement will be at the expense of the Customer. The extrajudicial (collection) costs incurred by the Supplier will be set at a minimum of 15% of the principal amount of the claim, subject to a minimum amount of EUR 250.
- 5.7 The Supplier is entitled to block the access to the Web Application pursuant to the Terms & Conditions and the Crops Online Agreements until such time as the Customer has paid all outstanding amounts in full.

Article 6: Compensation

- 6.1 The Customer has to pay under the Crops Online Agreement a monthly fee. This fee is specified in the Crops Online Agreement. The fee must be paid to the Supplier, unless the Parties otherwise.
- 6.2 The fee is payable regardless of whether the Customer uses the Crops Online Services.

Article 7: Supplier obligations

- 7.1 The Supplier guarantees that regular (at least 1 times per day) backup is made of the data by the Customer through the Web Application has introduced. This backup is made only from internal security considerations Supplier. For example, in the case of calamities, such as a large power failure, or fire. This backup is not provided to the Customer.
- 7.2 The Supplier warrants that the Customer data through the Web Application entered as right as possible be protected against loss, theft, unauthorized access and modification by non-users.
- 7.3 Subject to Article 10.6 Supplier shall refrain from viewing of the data using the Web Application with Supplier has placed, and proposes no data available to third parties unless to do so by Supplier law, regulation, court order or decision of a public authority mandatory.

Article 8: Customer Obligations and cooperation

- 8.1 The Customer, a change in her address and / or payment information promptly writing an email to Supplier to notify.
- 8.2 Customer must use the rules of Article 10 to comply.
- 8.3 If the Customer its obligations under these Crops Online Terms & Conditions fails, the Supplier is entitled to limit the use of the Web Application by Customer without prior notice in accordance with the provisions of Article 5.5.
- 8.4 Customer is responsible for the operation of its hardware and software, configuration, other devices, and Internet access are required for the use of the Crops Online Services.
- 8.5 The Customer warrants that by him for the Crops Online Services equipment and software complies with the System requirements. Customer is responsible for taking the necessary steps to his equipment, software and telecommunications and Internet connections to protect against viruses, computer crime and unauthorized use by third parties.
- 8.6 Customer will supply all information and cooperation, also including pass to Supplier of accurate and current name and address, which provide Supplier needed for the conservation of Crops Online Services.

Article 9: Data

- 9.1 The Customer data through the Web Application has to be entered stored in a database managed by a Supplier engaged third party.
- 9.2 The Customer is at all times the owner of its entries.
- 9.3 Supplier is not liable for costs of reproduction of damaged or lost data nor for any (consequential) damages or lost profits of Customer.
- 9.4 Until 28 days after the end of the Crops Online Customer Agreement may Customer requests Supplier, under payment of a fee, with a copy of the information to forward on a data carrier. This does not apply in case a so call "Free sign up" agreement is applicable.

- 9.5 Supplier is not obliged to respond to in this Article 9.4 request, if never the Supplier never received a payment in accordance with Article 5.2.
- 9.6 Customer is obliged to ensure adequate compliance with applicable statutory retention periods. Supplier has no rest for the legal storage of Customer data.
- 9.7 Customer data will be kept for 28 days by Supplier in the Web Application upon termination of the Agreement. After this period, Supplier is entitled to permanently delete this data without this Customer prior information. Then no copy of the data can be provided.

Article 10: Usage Rules

- 10.1 Customer shall not in any way inconvenience or cause damage to Supplier (or its customers) to use the Crops Online, all this in the opinion Supplier. Customer is not permitted to perform acts which can be assumed that this could damage the systems of Supplier (or its customers).
- 10.2 Customer is not permitted to use Crops Online Services in violation of statutory provisions or the Crops Online Terms & Conditions.
- 10.3 Customer is responsible for the content and accuracy of the data he enters through the Web Application.
- 10.4 Customer undertakes towards Supplier that amount of information stored by him and by him actual volume of the flow in Crops Online was not significantly differ from that Supplier indicated average use of Crops Online by other Customers. If this use by Customer in the opinion of Supplier significantly deviates from the average usage, the Supplier will contact the Customer in order to agree on specific conditions with the Customer for the additional use. If the parties cannot agree on the specific conditions Supplier is entitled to limit the use of the Web Application by Purchaser without prior notice.

Article 11: Support

- 11.1 During the Crops Online Agreement, Customer is entitled to support. As part of the Crops Online Agreement, an extra Crops Online Support Agreement can be included. Then the required support is not charged separately according to the then applicable Supplier prices.
- 11.2 Support includes the right to consult documentation. In addition, 24-hour applications must be submitted using email. Besides that Customer is entitled to telephone support during business hours (weekdays from 08:30 CET hours to 17:00 hours CET), in compliance with Article 11.5. The support is concerned the functionality of the Crops Online Services in actual use by the User.
- 11.3 Support does not include:
- a) services in respect of system configurations, hardware and networks;
 - b) on-site support;
 - c) upon request of the Customer to extend the functionality of the Web Application;
 - d) converting files;
 - e) services to external databases of producers other than the Supplier;
 - f) installation, configuration, training or other services not expressly in the Crops Online Agreement defined services;
 - g) support for (operating-) software from producers other than the Supplier, which also includes the third party software from the Web Application can be started;
 - h) file repairs, the cause cannot be attributed to Web Application;
 - i) the provision of newly available products;
 - j) support for the Internet connection;
 - k) support in an environment which is not supported by the system requirements.
- 11.4 Support may only be requested by an predefined Employee of Customer.
- 11.5 Prior telephone contact with Supplier for support, Employee of Customer shall first consult the relevant documentation.
- 11.6 In the context of providing support Supplier is authorized to see Customer data referred to in Article 9.
- 11.7 If Supplier, on behalf of the Customer work on the under 11.3 a) to l) mentioned subjects need to perform, Supplier will charge, in addition to the fee provided for in Article 6, to the Customer separately according to the then applicable Supplier prices and made costs.

Article 12: Availability

- 12.1 Supplier is committed to optimize the availability of and access to the Web Application.

- 12.2 Supplier shall be entitled without prior notice access to the Crops Online Web Application (temporarily) to determine whether the restricting their use to the extent necessary for (preventive) maintenance or to make adjustments or improvements to one or more Crops Online Services without a right to damages against the Customer Supplier with it entails. Supplier in this endeavor to minimize and if possible Customer timely information.

Article 13: Log-in Procedure

- 13.1 Customer is required to log-in procedure to follow.
- 13.2 Supplier is entitled to adjust the log-in procedure at their discretion. Supplier shall notify Customer timely.
- 13.3 Customer must take care of and is responsible for the Log-in Data. The log-in details are not transferable and may not be used outside the organization of Customer. Customer and Employees are required absolute secrecy to respect the Log-in Data. Customer is liable for any use of his log-in details. All actions of Customer in respect thereof at the expense and risk of Customer.

Article 14: Intellectual property

- 14.1 All copyright, patent rights, trademark rights, other intellectual and industrial property rights and any similar rights in protection of information relating to the Web Application and Documentation are the exclusive property of Supplier. Nothing in the Crops Online Agreement or Terms & Conditions provisions can be understood as this leads to a complete or partial transfer of those rights to Customer.
- 14.2 Customer shall not modify the intellectual property of Supplier or in the Web Application and Documentation, delete or make it unrecognizable. Customer is not allowed any trademark, design or domain name of Supplier or any of its corresponding name or symbol to use or register in any country, anywhere the world.
- 14.3 Customer indemnifies the Supplier against claims from third parties resulting from or related to the Crops Online Agreement, unless Customer is able to enforce these claims against the Supplier with due observance of the provisions in this Article as if the Customer had suffered the damages himself.
- 14.4 If an injunction is imposed for use of the Web Application against Customer for an infringing act referred to in Article 14.3 or, in the opinion of Supplier, the chance exists that Web Application will be a successful claim for infringement, Supplier is entitled at its own discretion and expense to (I) a obtain the right to use Web Application to continue as provided in these Terms; (II) Web Application to be replaced, or in such a way, that it does not infringe making, provided the functionality remains materially unchanged, or (III) if the previous options (I) and (II) are not reasonably feasible, the Crops Online Agreement and / or these Terms & Conditions of Crops Online to terminate, as well as under the Crops Online Agreement and / or rights granted with Exact Online Terms relation to that offending Web Application.
- 14.5 Without prejudice to the provisions in Article 14.3, pursuant to this Article Supplier is not liable towards Customer insofar as a claim is based on (I) use of Web Application in conjunction with not Supplier - supplied data, equipment or software, Web Application not in itself would infringe or otherwise subject of the claim; (II) improper use of the Web Application or not in the manner described Documentation, (III) an adjustment of the Web Application by another (legal) person Supplier is made, or (IV) following by the Supplier of the express instructions of Customer. Customer shall indemnify Supplier against claims defined by the points (I) to (IV) of this section.
- 14.6 Customer acknowledges and accepts that the full and exclusive liability Supplier for infringement of patents, copyrights, trademarks or other intellectual property shall be as provided in this Article 14 and Article 15.
- 14.7 The Supplier is entitled technological measures and maintain to protect the (intellectual property rights of) Web Application and the Crops Online Documentation and with a view to agreed restrictions in the use of Web Application. Customer is not allowed such technological measures to circumvent or remove.
- 14.8 Supplier may control and / or inspection (do) perform in order to verify Customer or the terms of the Agreement and the Crops Online Terms & Conditions of compliance, provided that the control and / or inspection during normal business hours is performed in such a way that the business of the Customer will not unreasonably obstructed. Such control is Supplier selected by an independent and expert performed and the Customer is obliged to expert information, support and access to its premises and systems to provide reasonably necessary to expert to fulfill its supervisory function to properly execute.

This independent expert, a summary outlining his findings in respect to the control of the Customer issued reports and compliance by Customer of the Crops Online Agreement and the Crops Online Terms & Conditions, but provides Supplier in any other case than information obtained in the control and / or inspection is discovered. The cost of inspection shall be borne by the Supplier, unless the audit shows that Customer the terms of the Crops Online Agreement or Crops Online Terms & Conditions fails, in which case the costs are on behalf of Customer.

Article 15: Liability

- 15.1 Unless statutory regulations exclude a restriction to the liability of Supplier for damages resulting from an intentional act or omission or gross negligence, Supplier is only liable for damages as described in the following paragraphs of this Article.
- 15.2 In the event of physical injury, irrespective of whether this injury results in death, the liability of Supplier is in any case limited to an amount of EUR 500,000 per damage causing incident. In the event of property damage the liability of Supplier is in any case limited to an amount of EUR 50,000 per damage causing incident. In both cases a series of related events is considered a single incident.
- 15.3 Supplier is never liable for indirect damages, including, but not limited to, lost profits, missed savings, reduced goodwill, damages resulting from operational stagnation, damages resulting from the Customer not complying with the System Requirements, damages resulting from claims by the Customers growers and clients, corruption or loss of data, damages associated with the use of third-party items, materials or software prescribed to Supplier by Customer, damages associated with the deployment of suppliers prescribed to Supplier by Licensee, consequential losses, irrespective of the nature of the action (breach of contract, unlawful act or otherwise), even if Supplier was notified of the possibility of such damages.
- 15.4 Supplier shall never be liable for any damages whatsoever ago by Customer in connection with the temporarily, temporarily incorrect or temporarily not fully availability from Web Application.
- 15.5 Supplier shall never be liable for any damages whatsoever ago by Customer in connection with the (non) performance of software from Customer or third party equipment from Customer, Supplier or third parties, or Internet connections from Customer, Supplier or third parties.
- 15.6 Supplier accepts no liability for incorrect, incomplete or the not timely send or receive data through the Web Application in Supplier be placed.
- 15.7 Insofar as Supplier cannot invoke the liability exclusions or restrictions described in this Article, the Customer's liability at any time will be limited to an amount equal to 50% of all amounts exclusive of VAT, invoiced on the basis of an Agreement with the Licensee, in the six (6) months preceding the default after the notice of default. If and to the extent that an Agreement provides for periodical payments Supplier will never owe more than 50% of all amounts invoiced in the six (6) months preceding the default. Insofar as Supplier is also unable to invoke the restriction referred to in paragraph 7 of this Article, the liability of the Supplier is in any case limited to EUR 10,000.
- 15.8 Customer acknowledges and agrees that the compensation for the Crops Online Services has been determined with due observance of the liability restriction referred to in this Article.
- 15.9 Customer acknowledges and agrees that Web Application never can be perfect or 100% free of Defects and that not all Defects will (may) be restored.
- 15.10 Customer indemnifies Supplier against claims from third parties resulting from or related to the Agreement or the Crops Online Terms & Conditions, unless Customer is able to enforce these claims against Supplier with due observance of the provisions in this Article as if the Customer had suffered the damages himself.
- 15.11 Liability on the part of Supplier with regard to attributable shortcomings in the fulfillment of an Agreement with the Customer will in any case only exist if Customer serves the Supplier with proper notice of default forthwith, whereby a reasonable period must be given for Supplier to remedy the breach and Supplier remains in breach of his obligations even after this period. The notice of default must contain the most complete and detailed description of the default possible, allowing Supplier to respond adequately.
- 15.12 Any right to compensation becomes void in any case if Customer has neglected to take measures to (I) limit the damage immediately after it occurs; or (II) prevent any other or further damage, or (III) if Customer fails to notify Supplier as soon as reasonably possible and supply him of all relevant information.

15.13 Any claim for damages against Supplier forfeited by the lapse of 24 months after the claim arises.

Article 16: Privacy

- 16.1 Insofar as with the use of Web Application personal data are processed this is done at the full responsibility and liability of the Customer. Supplier will only process personal data on the instructions of Customer and in accordance with the Customer's instructions, also including the provisions in the Agreements. Customer guarantees that he will process the personal data in accordance with the law.
- 16.2 Customer indemnifies Supplier against any claims by third parties relating to an Agreement and/or data processed by Customer in the scope of an Agreement that may be made against Supplier as a result of an infringement of the [Dutch] Personal Data Protection Act and/or other legislation related to the processing of personal data that is not attributable to Supplier.
- 16.3 Supplier may outsource (parts of) the processing of personal a third party in compliance with Article 21.2, which Supplier is responsible remain in compliance with the Crops Online Agreement. Supplier shall ensure that the third party to observe confidentiality with regard to personal as well as the necessary security instructions and observe such specified in the Agreement and Crops Online Terms & Conditions.
- 16.4 The Supplier's policy and activities with regard to the collection, use and transmission of personal data and the use of cookies can be found in our Privacy Statement, which can be found on the Van Ruijven IT Website.

Article 17: Confidentiality

- 17.1 Neither party shall publish Confidential Information about the other party or use such information for anything other than the purpose for which the Confidential Information was obtained.
- 17.2 Both parties will take all reasonable precautions to ensure they comply with their confidentiality obligations. None of the provisions included in this Article imposes any restrictions on the receiving party in respect of information or data - either the same or similar to the information or data contained in the Confidential information or otherwise - if this information or data:
- (I) was already the legal property of the receiving party before it was obtained from the party in question;
 - (II) was developed independently by the receiving party without using information or data of the party in question;
 - (III) is or will be generally known or accessible other than by an act or omission on the part of the receiving party; or
 - (IV) is revealed to the receiving party by a third party without an obligation of confidentiality toward the party in question being infringed.
- 17.3 The confidentiality obligations pursuant to this Article 4 also do not apply if the Confidential Information of the other party must be made public pursuant to the law, an ordinance, a court order or a decision by another government agency, on condition that the receiving party makes every effort to limit the scope of the publication and notifies the party in question in advance of any such intended publication.
- 17.4 The parties guarantee that their Employees and third parties engaged by the parties will comply with the obligations of confidentially as described above this Article.

Article 18: (Delivery) Periods

Supplier sets all the (delivery) periods to the best of its knowledge and complies with these periods as much as possible. As soon as Supplier becomes aware of any circumstance that may prevent the timely delivery of the goods, Supplier will consult with Customer. Customer is never entitled to compensation in respect of a late delivery. Supplier is always entitled to make partial deliveries.

Article 19: Exclusion

Except as expressly stated in the Crops Online Agreement is included, Supplier gives no other or further warranties, representations, conditions relating to the Crops Online Services and Supplier hereby waives all other points guarantees, commitments, or conditions, whether express or implied by law (including but not limited to warranties or conditions regarding merchantability, no infringement of other rights or fitness for a particular purpose) with respect to the Crops Online Services.

Article 20: Force majeure

- 20.1 Neither party is obliged to comply with a contractual obligation resulting from Crops Online Agreement, with the exception of payment obligations, if such compliance is prevented by a situation of force majeure. Force majeure includes but is not limited to: military actions, government actions, the elements, unavailability of or disruptions in telecommunication and Internet connections, delays or inadequacies in the compliance with obligations on the part of suppliers of the Supplier, transport problems and strikes.
- 20.2 If, at the time the force majeure occurs, Supplier has already partially met its obligations, or can only partially meet its obligations, Supplier is entitled to invoice the supplied performance and/or the part of the performance that can be supplied separately, and the other party or Customer is obliged to pay this invoice as if it concerns a separate agreement.
- 20.3 Once it is clear that the force majeure situation will last longer than 6 weeks, the other party the right of Crops Online to terminate this Agreement without liable for damages.

Article 21: Other stipulations

- 21.1 Customer shall not assign your rights or obligations arising from the Crops Online Agreement or the Crops Online Terms & Conditions transferred to third parties.
- 21.2 Supplier is entitled to transfer or outsource his rights or obligations pursuant to the Agreement to an Affiliated Company or to another third party Supplier has contracted for this purpose. In the event of the transfer or outsourcing these Terms & Conditions continue to apply to Customer.
- 21.3 All notifications or other announcements relating to the Agreement must be made in writing and addressed to the other party at the address stated on the applicable Agreement.
- 21.4 If any provision in an Agreement or in these Crops Online Terms & Conditions is completely or partially void, voidable or conflicts with any law, it is deemed to be isolated and not applicable. In such a case the parties will consult with each other in order to replace the provision in question by a provision with a similar purport that is not completely or partially void, voidable or in conflicts with any law. The other provisions in the Agreement or these Crops Online Terms & Conditions remain in full force.
- 21.5 Delays or default on the part of Supplier in respect of enforcing any rights Supplier has against the Customer pursuant to the Agreement never constitutes a waiver of Supplier's right. If a party waives any right it has pursuant to the Agreement this does not mean that the party in question will or can be obliged to waive this right or any other rights in a subsequent matter.
- 21.6 The Agreement fully reflects everything that has been agreed between the parties and replaces all earlier and concurrent, explicit or implied agreements, contracts, declarations and guarantees, both written and verbal. With the exception of the provisions in Article 2.2 and 5.2 of the Crops Online Terms & Conditions the Agreement can only be amended by means of a written agreement signed by both Customer and Supplier.
- 21.7 The applicability of all or part of any purchase or other general conditions of Customer hereby expressly rejected, unless expressly accepted by Supplier.
- 21.8 All communication between Supplier and Customer can electronically except insofar as in the Crops Online Terms & Conditions and/or the Agreement and/or the law from them.
- 21.9 Supplier saved version of the relevant communication is considered evidence thereof, subject to proof by Customer.
- 21.10 Electronic communication will be deemed received on the day of sent, unless the contrary is proved by the recipient thereof. if the communication is not received as a result of delivery and / or accessibility problems with respect to the mailbox of Customer, this risk Customer, even if the mailbox is located at a third.

Article 22: Applicable law and disputes

- 22.1 The Agreement, including these Crops Online Terms & Conditions are governed by Dutch law only. The provisions of the Vienna Sales Convention (CISG) do not apply.
- 22.2 All disputes, disagreements or claims resulting from or associated with the Crops Online Agreement, or with the non-compliance, termination or invalidity thereof shall be submitted to the competent court in the Netherlands.