

## **Article 1 - Definitions**

1. Dutchfem Seeds: RJD Trade bv, established in Nederweert, KvK number 64726266 .
2. Customer: the person with whom Dutchfem Seeds has entered into an agreement.
3. Parties: Dutchfem Seeds and Customer together.
4. Consumer: a Customer who is also an individual acting as a private person.

## **Article 2 - Applicability**

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Dutchfem Seeds.
2. Dutchfem Seeds and the Customer can only deviate from these terms and conditions if agreed in writing.
3. Dutchfem Seeds and the Customer expressly exclude the applicability of the general terms and conditions of the Customer or others.

## **Article 3 - Offers and tenders**

1. Offers and quotations of Dutchfem Seeds are without obligation, unless expressly stated otherwise therein.
2. An offer or quotation is valid for a maximum of 1 month, unless a different period is stated in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation shall lapse.
4. Offers and quotations do not apply to repeat orders, unless Dutchfem Seeds and the Customer agree this in writing.

## **Article 4 - Acceptance**

1. Upon acceptance of a non-binding quote or offer, Dutchfem Seeds may still withdraw the quote or offer within 3 days of receiving the acceptance, without the Customer being able to derive any rights from this.
2. Verbal acceptance by the Customer shall only bind Dutchfem Seeds after the Customer has confirmed it in writing or electronically.

## **Article 5 - Prices**

1. Dutchfem Seeds maintains prices in euros, including VAT and excluding any other costs such as administration or shipping costs, unless agreed otherwise in writing.
2. Dutchfem Seeds may change the prices of its services and products on its website and in other communications at any time.
3. Increases in the cost price of products or parts thereof, which Dutchfem Seeds could not foresee at the time the offer was made or the agreement was concluded, may result in price increases.
4. The consumer has the right to cancel a contract due to a price increase in paragraph 3, unless the increase is due to a statutory regulation.

## **Article 6 - Samples and models**

1. If the Customer has received a sample or model of a product, he cannot derive any rights from it other than that it is an indication of the nature of the product, unless it has been agreed in writing that the products to be delivered correspond to the sample or model.

## **Article 7 - Payments and payment term**

1. Dutchfem Seeds may require a down payment of up to 50% of the agreed amount when entering into the agreement.
2. The Customer must have made a subsequent payment within after delivery.
3. The payment terms used by Dutchfem Seeds are strict payment terms. This means that if the Customer has not paid the agreed amount at the latest on the last day of the payment term, the Customer is automatically in default and in default, without Dutchfem Seeds having to send the Customer a reminder or give notice of default.
4. Dutchfem Seeds may make a delivery subject to immediate payment or require security for the total amount of the services or products.

## **Article 8 - Right of complaint**

1. When the Customer is in default, Dutchfem Seeds may invoke the right of claim in respect of the unpaid products delivered to the Customer.
2. Dutchfem Seeds exercises its right of advertisement by a written or electronic communication to the Customer.
3. As soon as the Customer has been informed of the invoked right of complaint, the Customer must immediately return the relevant products to Dutchfem Seeds, unless otherwise agreed in writing.
4. The Customer shall pay the costs of retrieval or delivery in paragraph 3.

## **Article 9 - Right of withdrawal**

1. A consumer may cancel an online purchase within 14 days of purchase without giving any reason. This right of withdrawal does not apply when:
  - the product has been used
  - it is a product that can spoil quickly, such as food or flowers
  - it is a product that has been customised or adapted especially for the consumer
  - it is a product that cannot be returned for hygiene reasons, such as underwear or swimwear
  - the seal is not intact in the case of data carriers with digital content, such as DVDs or CDs
  - the product or service is accommodation, travel, restaurant services, transport, catering or leisure activities
  - the product is a loose magazine or loose newspaper
  - the consumer has waived his right of withdrawal
2. The 14-day cooling-off period in paragraph 1, begins:
  - on the day after the consumer receives the last product or part of 1 order
  - once the consumer has confirmed that he will purchase digital content over the internet
3. Consumers can exercise their cooling-off period by sending an email with that subject to [info@dutchfem.com](mailto:info@dutchfem.com), possibly using the withdrawal form available on Dutchfem's website [Seeds, https://www.dutchfem.com/](https://www.dutchfem.com/).
4. The consumer must return the product to Dutchfem Seeds within 14 days of sending the email in paragraph 3.
5. If the consumer does not return the product within 14 days after having expressed his right of withdrawal, his right of withdrawal lapses.

## **Article 10 - Reimbursement of delivery costs**

1. If the consumer has cancelled their purchase in time and has returned the complete order to Dutchfem Seeds in time, Dutchfem Seeds will refund any shipping costs paid by the consumer within 14 days of receipt of the timely fully returned order to the consumer.
2. The costs for delivery shall be borne by Dutchfem Seeds only insofar as the entire order is returned.

## **Article 11 - Reimbursement of return costs**

1. If the consumer invokes his right of withdrawal and returns the entire order in time, the consumer will pay the costs.

## **Article 12 - Right of suspension**

1. Unless the Customer is a consumer, it hereby waives the right to suspend performance of any obligation arising from this agreement.

## **Article 13 - Right of retention**

1. Dutchfem Seeds may exercise its right of retention and in that case keep products of the Customer until the Customer has paid all outstanding invoices of Dutchfem Seeds, unless the Customer has provided sufficient security for those costs.
2. The right of retention also applies on the basis of previous agreements under which the Customer has yet to pay money to Dutchfem Seeds.
3. Dutchfem Seeds is not liable for any damage suffered by the Customer due to the use of its right of retention.

## **Article 14 - Set-off**

1. Unless the Customer is a consumer, he waives his right to set off a debt to Dutchfem Seeds against a claim against Dutchfem Seeds.

## **Article 15 - Retention of title**

1. Dutchfem Seeds remains the owner of all delivered products until the Customer has paid all outstanding invoices of Dutchfem Seeds in relation to an underlying agreement, including claims due to default.
2. Until that time in paragraph 1, Dutchfem Seeds may exercise its retention of title and repossess the goods.
3. Before ownership has passed to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Dutchfem Seeds uses its retention of title, this will undo the agreement and Dutchfem Seeds may claim compensation, lost profit and interest from the Customer.

#### **Article 16 - Delivery**

1. Delivery will take place while stocks last.
2. Delivery takes place at Dutchfem Seeds, unless otherwise agreed.
3. Delivery of products ordered online takes place at the address specified by the Customer.
4. If the Customer does not pay the agreed amounts or does not pay on time, Dutchfem Seeds may suspend its obligations until the Customer pays.
5. Late payment constitutes creditor default, as a result of which the Customer cannot hold a late delivery against Dutchfem Seeds.

#### **Article 17 - Delivery time**

1. Dutchfem Seeds' delivery times are indicative. If delivery takes place later, the Customer cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery time commences when the offer signed for approval by the Customer to Dutchfem Seeds has been confirmed in writing or electronically by Dutchfem Seeds to the Customer.
3. The Customer will not receive compensation and may not cancel the agreement if Dutchfem Seeds delivers later than agreed. However, the Customer may rescind the agreement if agreed in writing or if Dutchfem Seeds is unable to deliver within 14 days, after being reminded in writing or if the Customer and Dutchfem Seeds have agreed something else.

#### **Article 18 - Actual delivery**

1. The Customer must ensure that the actual delivery of its ordered products can take place on time.

#### **Article 19 - Transport costs**

1. The Customer pays the costs for transport, unless the Customer and Dutchfem Seeds have agreed otherwise in writing.

#### **Article 20 - Packaging and shipment**

1. If the packaging of a delivered product has been opened or damaged, the Customer must have this noted by the carrier before taking delivery of the product. If the Customer fails to do so, he cannot hold Dutchfem Seeds liable for any damage.
2. If the Customer arranges the transport of a product himself, he must report any visible damage to products or packaging to Dutchfem Seeds prior to transport. If the Customer fails to do so, he cannot hold Dutchfem Seeds liable for any damage.

#### **Article 21 - Retention**

1. If the Customer takes delivery of ordered products later than the agreed delivery date, the risk of any loss of quality is entirely for the Customer.
2. Any additional costs resulting from premature or late purchase of products shall be borne entirely by the Customer.

#### **Article 23 - Warranty**

1. The warranty on products applies only to defects caused by faulty manufacture or construction or faulty material.
2. The guarantee does not apply:
  - in case of normal wear and tear
  - for accidental damage
  - for damage resulting from modifications made to the product
  - for damage caused by negligence or inexpert use by the Customer
  - when the cause of the defect cannot be clearly determined
3. The risk of loss, damage or theft of the products that are the subject of an agreement between the parties shall pass to the Customer at the moment they are legally and/or actually delivered, or at least come into the control of the Customer or of a third party who takes delivery of the product on behalf of the Customer.

#### **Article 24 - Indemnification**

1. The Customer indemnifies Dutchfem Seeds against all claims of others related to the products and/or services provided by Dutchfem Seeds.

#### **Article 25 - Complaints**

1. The Customer must examine a product delivered or service provided by Dutchfem Seeds for any shortcomings as soon as possible.
2. If a product delivered or service rendered does not meet that which the Customer could reasonably expect, the Customer must notify Dutchfem Seeds within 1 month of ascertaining the shortcoming.

3. A consumer must notify Dutchfem Seeds no later than 2 months after establishing the shortcoming.
4. The Customer shall provide as detailed a description of the shortcoming as possible, so that Dutchfem Seeds can respond appropriately.
5. The Customer must prove that the complaint relates to an agreement between the Customer and Dutchfem Seeds.
6. If a complaint is about ongoing work, the Customer cannot demand that Dutchfem Seeds will perform work other than that agreed.

#### **Article 26 - Notice of default**

1. The Customer must give any notice of default to Dutchfem Seeds in writing.
2. The Customer is responsible for ensuring that his/her notice of default actually reaches Dutchfem Seeds in time.

#### **Article 27 - Customer liability**

1. When Dutchfem Seeds enters into an agreement with multiple Customers, each of them is jointly and severally liable for complying with the agreements in that agreement.

#### **Article 28 - Liability of Dutchfem Seeds**

1. Dutchfem Seeds is only liable for damage suffered by the Customer if such damage was caused by intent or deliberate recklessness.
2. If Dutchfem Seeds is liable for damage, this only applies to direct damage related to the performance of an underlying agreement.
3. Dutchfem Seeds is not liable for indirect damage, such as consequential damage, loss of profit or damage to third parties.
4. If Dutchfem Seeds is liable, this liability shall be limited to the amount paid out by a concluded (professional) liability insurance policy. If no insurance is taken out or no compensation is paid out, liability is limited to the (part of the) invoice amount to which the liability relates.
5. All illustrations, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and cannot lead to any compensation, dissolution or suspension.

#### **Article 29 - Expiry period**

1. Any right of the Customer to compensation from Dutchfem Seeds lapses 12 months after the event from which the liability directly or indirectly arises. This does not exclude the provisions of Section 6:89 of the Dutch Civil Code.

#### **Article 30 - Dissolution**

1. The Customer may rescind the agreement if Dutchfem Seeds imputably fails to fulfil its obligations, unless this failure does not justify the rescission due to its special nature or minor importance.
2. If fulfilment of the obligations by Dutchfem Seeds is still possible, dissolution cannot take place until Dutchfem Seeds is in default.
3. Dutchfem Seeds may undo the agreement with the Customer if the Customer does not fully or timely fulfil his obligations under the agreement, or if Dutchfem Seeds has knowledge of circumstances that give it good reason to believe that the Customer will not fulfil his obligations.

#### **Article 31 - Force majeure**

1. In addition to article 6:75 of the Dutch Civil Code, a shortcoming of Dutchfem Seeds by the Customer cannot be attributed to Dutchfem Seeds in case of force majeure.
2. The force majeure situation in paragraph 1 also includes, inter alia:
  - an emergency such as civil war or natural disaster
  - non-performance or force majeure of suppliers, deliverers or others
  - power, electricity, internet, computer or telecoms failures
  - computer viruses
  - strikes
  - government measures
  - transport problems
  - adverse weather conditions
  - work stoppages
3. If a force majeure situation occurs as a result of which Dutchfem Seeds is unable to fulfil 1 or more obligations towards the Customer, those obligations will be suspended until Dutchfem Seeds is able to fulfil them.
4. From the moment that a force majeure situation has lasted for at least 30 calendar days, both the Customer and Dutchfem Seeds may cancel all or part of the agreement in writing.
5. Dutchfem Seeds does not have to pay any compensation to the Customer in a force majeure situation, even if Dutchfem Seeds benefits from this.

#### **Article 32 - Modification of agreement**

1. If it is necessary for the performance to amend a concluded agreement, the Customer and Dutchfem Seeds may amend the agreement.

#### **Article 33 - Modification of general terms and conditions**

1. Dutchfem Seeds may amend these general terms and conditions.
2. Changes of minor importance may always be made by Dutchfem Seeds.
3. If possible, Dutchfem Seeds will discuss major changes with the Customer in advance.
4. A consumer may terminate the underlying contract in the event of a substantial change to the general terms and conditions.

#### **Article 34 - Transfer of rights**

1. The Customer cannot transfer any rights from an agreement with Dutchfem Seeds to others without the written consent of Dutchfem Seeds.
2. This provision counts as a clause with effect under property law as in Article 3:83(2) of the Civil Code.

#### **Article 35 - Consequences of nullity or voidability**

1. Should 1 or more provisions of these general terms and conditions prove to be void or voidable, this shall not affect the remaining provisions of these terms and conditions.
2. A provision that is void or voidable will in that case be replaced by a provision that comes closest to what Dutchfem Seeds had in mind when drafting the terms and conditions on that point.

#### **Article 36 - Applicable law and competent court**

1. These general terms and conditions and any underlying agreement between the Customer and Dutchfem Seeds are governed by Dutch law.
2. The court in the district of Dutchfem Seeds' place of business has exclusive jurisdiction to hear any disputes between the Customer and Dutchfem Seeds, unless otherwise stipulated by law.

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