

GENERAL TERMS AND CONDITIONS of Chicosem B.V., Chicoseeds International B.V. and Chicogrow B.V., hereinafter referred to individually and jointly as: 'CHICO'. These General Terms and Conditions are filed with the Chamber of Commerce for Limburg and are valid from 1 December 2020. These General Terms and Conditions replace all previous versions.

A. GENERAL PROVISIONS

Article 1 Applicability of these General Terms and Conditions

1. These General Terms and Conditions apply to both the offer and the acceptance of the offer as well as to the related contract(s) concluded with CHICO for the provision of services, such as advice, information, research or with regard to the sale of movable property by CHICO. Articles 1 to 10 ('General provisions') are always applicable and the applicability of Sections B. and C. ('Specific provisions') depends on the various activities and services as mentioned below:

B. Specific provisions that are applicable to the marketing and sales of vegetable seeds inside Europe (in particular by Chicosem B.V.) and outside Europe (in particular by Chicoseeds International B.V.);

C. Specific provisions that are applicable to the cultivation advice provided to professional chicory growers and pullers in the Netherlands and other chicory-producing countries (Chicogrow B.V.) with regard to the chicory crop and advice on the cold storage of plant material.

In the event that a provision under A. and a provision under B. or C. contain conflicting clauses or partly conflicting clauses, then that part of the Specific provisions under B. or C. prevails.

2. The applicability of general terms and conditions of the Client, hereinafter referred to as: 'the Client', is explicitly rejected. The Client waives any general terms and conditions it may have by the mere fact of entering into a contract, which means that these General Terms and Conditions apply exclusively to all contracts.

3. Deviations from these General Terms and Conditions apply only insofar as they have been expressly agreed by the parties in writing.

4. These General Terms and Conditions also apply to the execution of contracts for which CHICO has engaged third parties, whereby these third parties may also invoke these General Terms and Conditions.

5. A copy of these General Terms and Conditions will be provided free of charge by CHICO at the request of the Client and can also be viewed and downloaded freely via the websites www.chicosem.nl, www.chicogrow.nl or www.chicoseeds-int.com.

6. If one or more provisions of these General Terms and Conditions are or become null and void, all other provisions of these General Terms and Conditions will remain unaltered and applicable in full. The parties are required to consult with each other on the text of a new, valid provision that corresponds as far as possible to the meaning of the provision that is null and void.

Article 2 Offer

1. The offers or special offers made by CHICO are always without obligation, unless the offer or special offer includes a deadline for acceptance.

2. Any offer or special offer may be withdrawn or cancelled by CHICO at any time. Offers and special offers automatically lapse if they are not accepted in writing by the Client within 30 days.

3. Offers and special offers can only be accepted by the Client in writing. Nevertheless, CHICO is entitled to recognize oral acceptance as if it had been made in writing.

4. Oral offers, agreements and stipulations are only binding on CHICO if and insofar as they have been explicitly confirmed in writing by the management of CHICO or by a person authorized in writing by the management.

Article 3 Changes to the contract

1. If, during the performance of the contract, it becomes apparent that it is necessary to change or add to the contract in order to ensure its proper execution, the parties will amend the contract in good time and in mutual consultation. Changes or additions to the contract are only effective if they have been agreed in writing between CHICO and the Client.

2. If the nature, scope or content of the contract is changed and, as a result, the contract is changed in qualitative and/or quantitative terms in the sole opinion of CHICO, this may have consequences for what was originally agreed. As a result, the amount originally agreed may also be increased or decreased unilaterally. CHICO will submit a cost estimate in advance insofar as possible. A change to the contract may also change the execution period originally stated. The Client accepts the possibility that changes may be made to the contract, including changes in price and execution period.

Article 4 Price and cancellation

1. The prices stated in an offer are exclusive of VAT and other taxes and levies imposed by the government and exclusive of any costs to be incurred within the framework of a contract, including but not limited to travel, accommodation, packaging, shipping and administration costs, unless stated otherwise. The prices indicated by CHICO in catalogues or in any other way are not binding on CHICO.

2. CHICO reserves the right to change the agreed prices and rates. Each new price quotation will suspend the previous price quotation with regard to orders placed and/or contracts after such new price quotation.

3. In the event of price increases, the Client is entitled to cancel the contract provided it notifies CHICO of this in writing within fourteen days of becoming aware of such increases. The Client is not entitled to compensation in the event of cancellation.

Article 5 Payment

1. Payment must take place in euros and must be received by CHICO within 30 days of the invoice date.
2. After the expiry of this term, the Client will be in default by operation of law, without any notice of default being required. From the moment of entering into default, the Client will owe interest of 1% per month on the outstanding amount, with part of a month being counted as a whole month.
3. If payment in instalments has been agreed, in the event of late payment of one instalment, the entire remaining amount will become immediately due and payable without any notice of default being required.
4. If the Client is in default or fails to fulfil one or more of its obligations, all costs incurred to obtain payment out of court as well as the judicial costs are payable by the Client.
5. In the event of liquidation, petition for bankruptcy or suspension of payments, attachment at the expense of the Client, debt rescheduling or any other circumstance which results in the Client being unable to make free use of its capital, as well as in the event of a change of control within the company of the Client, CHICO is entitled to suspend its obligations under the contract with immediate effect, without a notice of default and without judicial intervention, or to proceed to the complete or partial termination of the contract, without CHICO being obliged to pay any damage or compensation and without prejudice to the right of CHICO to claim compensation for all damage suffered and to be suffered by CHICO and the costs incurred. The claims of CHICO against the Client will be immediately due and payable in such case.
6. CHICO is at all times entitled to request an advance payment on the invoice amount, before payment is made, or to demand security from the Client, in a manner and in a form as determined by CHICO, for the fulfilment of the payment obligations arising from the contract concluded with CHICO or from a related contract.
7. The Client is not authorized to suspend payment, for whatever reason, or to offset any amount by reason of a counterclaim brought by it.
8. All amounts paid by the Client, regardless of any notices thereof, will first be applied against the out of court collection costs outstanding at that time, then against the contractual interest outstanding at that time and finally against the principal sum.
9. If CHICO has a claim against a company associated with the Client, for example a parent, subsidiary or sister company, and this company is insolvent in the sole opinion of CHICO, CHICO may offset this claim against any claim the Client may have against CHICO, even if the claim of CHICO is not yet due and payable at that time.

Article 6 Suspension and termination

1. If the Client does not, does not fully or does not timely comply with the obligations arising from the contract entered into with CHICO or from a related contract or these General Terms and Conditions or if it is plausible in the sole opinion of CHICO that the Client is or will not be able to comply with its obligations arising from the contract entered into with CHICO or from a related contract, CHICO is entitled, without a notice of default and without judicial intervention, to suspend the fulfilment of its obligations under the contract with immediate effect or to proceed to the complete or partial termination of the contract, without CHICO being obliged to pay any damage or compensation and without prejudice to the right of CHICO to claim compensation for all damage suffered and to be suffered by CHICO and the costs incurred. The claims of CHICO against the Client will be immediately due and payable in such case.
2. In the event of force majeure, the provisions of Article 8, Section A. of these General Terms and Conditions (Force majeure) will apply to the suspension of the fulfilment of the obligations or the full or partial termination of the contract.

Article 7 Liability

1. Any form of liability is excluded, with the exception of liability for intent and gross negligence on the part of the board of directors of CHICO.
2. CHICO is only liable for direct damage. Liability for any form of indirect damage of any kind, including but not limited to consequential damage, trading loss, loss of profit, loss suffered and missed savings is expressly excluded.
3. Should CHICO be liable, for whatever reason, then this liability, including damage and costs caused by faulty products and/or services supplied, is explicitly limited to the net invoice value of the products and/or services supplied or, if the damage falls under the cover of an insurance policy of CHICO, to the amount actually paid out by the insurer in the relevant case in respect of that damage.
4. CHICO is never liable for any damage with regard to third parties. The Client indemnifies and holds CHICO harmless in respect of all claims, including claims by third parties, for compensation of damage that is allegedly caused by, or otherwise related to, any product or service delivered or advice provided by CHICO, including all claims, including claims by third parties, for compensation of damage submitted against CHICO in its capacity as a producer of goods on the basis of any regulation concerning product liability in any country whatsoever, unless such damage is the result of intent or gross negligence on the part of the board of directors of CHICO.
5. All employees of CHICO and auxiliary persons engaged by it may invoke the above provisions on an equal footing.
6. The Client is obliged to limit, to the extent possible, any damage in respect of the services about which it has submitted a complaint to CHICO.
7. Unless provided otherwise in these General Terms and Conditions, rights of action of the Client on any grounds whatsoever against CHICO in connection with the performance of activities by CHICO will in any case lapse one year after the moment at which the Client became aware or could reasonably have become aware of the existence of these rights.

Article 8 Force majeure

1. In addition to what is understood in the law and jurisprudence in this respect, force majeure also includes all circumstances, foreseen or unforeseen, which are beyond the control of CHICO but as a result of which CHICO is unable to comply with its obligations or which make compliance so difficult or disproportionately expensive that compliance with the contract can no longer or cannot immediately be demanded of CHICO in all reasonableness. This includes, but is not limited to, measures or regulations of any government, strikes, wildcat strikes or political strikes at the business of CHICO or at the business of third parties, the failure of suppliers, contractors or subcontractors to meet their obligations or to do so on time, loss of harvests and diseases or pest infestations, including a general lack of necessary raw materials and other goods, resources or services required to achieve the agreed performance, general transport problems, war, wilful damage, riots, natural disasters, extreme weather conditions, fire, an epidemic or pandemic such as Coronavirus (COVID-19), etc. .
2. CHICO will inform the Client as soon as possible if, due to force majeure, CHICO is unable to deliver or to deliver on time.
3. If the force majeure lasts longer than four weeks, both parties are entitled to terminate the contract. CHICO is not obliged to pay any compensation in this case.

Article 9 Dispute resolution

1. Unless the parties have agreed on arbitration by mutual agreement, any dispute will be settled by the competent civil court of first instance in the place where CHICO has its registered office.
2. In the event of a dispute, however, the parties will first attempt to reach a solution by mutual agreement and, in the absence thereof, to reach a solution through mediation, after which the parties will submit the dispute to an arbitration tribunal or to the civil court. Any arbitration will be held in the Netherlands in the Dutch language at the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut). CHICO will at all times continue to be entitled to summon the Client before the competent court according to the law or an applicable international convention.
3. The Client must enforce its rights under the contract within one year after such rights have arisen by bringing legal action, failing which its rights will automatically lapse.

Article 10 Applicable law

All contracts between CHICO and the Client and all resulting contracts are governed exclusively by Dutch law, even if the Client is resident and/or established abroad. The provisions of the Vienna Convention of 11 April 1980, Bulletin of Acts, Orders and Decrees 1981, 84 and 1986, 61, are excluded insofar as they conflict with the provisions of these General Terms and Conditions and insofar as they may be detrimental to CHICO.

Article 11 Changes

CHICO is authorized to make unilateral changes to these General Terms and Conditions. The changes will take effect on the announced effective date. If no effective date has been communicated, changes will take effect with respect to the Client at such time as the change has been communicated or has become known to the Client.

B. SPECIFIC PROVISIONS applicable to the breeding, production, processing, marketing and sale of chicory seeds inside and outside of Europe.

Article 1 Scope of application

In addition to the General provisions as described under A. of these General Terms and Conditions, the provisions under B. of these General Terms and Conditions apply to the marketing and sale of vegetable seeds inside and outside of Europe. In the event that the provisions under A. and B. contain conflicting clauses or partly conflicting clauses, the provisions under B. will prevail.

Article 2 Formation of a contract

1. A contract is formed or is deemed to have been formed by:
 - I. written and full acceptance of the offer or special offer by the Client, unless CHICO has revoked the offer or special offer within five working days of receipt of this acceptance. If the Client accepts the offer or special offer with deviations of minor importance, these deviations do not form part of the contract and a contract is formed in accordance with the offer or special offer of CHICO; or
 - II. written and full acceptance by CHICO of an order placed by the Client, unless this order has previously been revoked in writing by the Client and provided that the order confirmation is signed on behalf of CHICO by one or more persons authorized to enter into the contract; or
 - III. delivery by CHICO of the products ordered by the Client, exclusively with regard to the products delivered in accordance with the packing slip, in the absence of an express written order confirmation.
2. If the Client accepts the offer or special offer with deviations that are not of minor importance, CHICO will not be bound by it. In such case, a contract will not be concluded in accordance with this deviating acceptance, unless CHICO indicates otherwise.

Article 3 Price and cancellation

1. The prices stated in an offer or special offer fall under Ex Works (EXW) Incoterms 2020, unless otherwise agreed in writing. If CHICO delivers elsewhere, the risks and costs of transport and storage or interim storage are payable by the Client on the basis of the original Ex Works delivery.
2. At such time as an offer or special offer has been accepted in writing and in full by the Client, a contract thus concluded cannot be cancelled by the Client, unless this is done with the express written consent of CHICO.

Article 4 Order, delivery and delivery time

1. When placing its order or at the first request of CHICO, the Client must indicate in writing what information, specifications and documents are required by the regulations of the country where delivery is to take place, such as those relating to invoicing, phytosanitary requirements, international certificates and other import documents or import certificates.
2. If the quantity ordered in an order deviates from the standard quantity used by CHICO or a multiple thereof, CHICO is free to deliver the next higher quantity.
3. CHICO will always make every effort to fulfil its obligation to deliver to the best of its ability.
4. Proper fulfilment of the delivery obligation by CHICO is also understood to include deliveries with a slight deviation in size, packaging, number or weight.
5. CHICO is permitted to deliver sold goods in consignments. If delivery is made in consignments, CHICO is authorized to invoice each instalment separately. CHICO is not obliged, but is entitled, to take out the customary transport goods insurance at the expense of the Client.
6. All risks relating to goods to be delivered by CHICO will in any case pass to the Client at the time of delivery.
7. The delivery date and any deadlines will be agreed in consultation, taking into account the sowing or planting season as much as possible. The agreed delivery date and any deadlines are not strict deadlines. CHICO will, however, make every effort to deliver in accordance with the agreed delivery date and deadlines. In the event of the impossibility of delivering on the agreed date or deadline, CHICO will inform the Client of this in writing and will set a new date after consultation with the Client. CHICO is never liable for damage caused by exceeding the agreed delivery deadlines. The Client will indemnify CHICO against any claims by third parties in this respect.
8. In the event of acceptance of orders with a value of less than €200, CHICO reserves the right to charge a minimum of €25 in costs.
9. CHICO reserves the right to charge a minimum order size of €50 per item.
10. No return shipments to CHICO are permitted, unless CHICO grants written permission for this. The costs of any return shipment are payable by the Client.
11. If the Client takes possession of the ordered products before the agreed delivery date, the resulting risk is entirely for the Client.
12. If the Client wishes to take possession of the ordered products after the agreed delivery date, all risk, including but not limited to possible loss of quality due to longer storage, will be entirely for the account of the Client and the Client will indemnify CHICO against claims for damage for whatever reason that may arise from this. If the aforementioned longer storage period leads or can lead to a loss of quality or deterioration of the products after a reasonable limited storage period has expired, CHICO is entitled to cancel the contract, whereby the Client must compensate CHICO for all damage suffered as a result and the Client itself is not entitled to compensation.

Article 5 Reservation of seed availability

1. All contracts are entered into and deliveries are made subject to the usual harvesting and processing reservation: the reservation that there are sufficient products in stock at the time of delivery.
2. If CHICO invokes this harvesting or processing reservation, CHICO will not have an obligation to deliver, but CHICO will, if possible, attempt to deliver in proportion to the quantity ordered or comparable alternatives.
3. The Client is not entitled to compensation if CHICO invokes this reservation.

Article 6 Packaging and shipping

1. The products are packed and delivered in their original packaging, either by CHICO or by the producer. CHICO undertakes towards the Client to pack the products properly, unless the nature of the products dictates otherwise, and to do so in such a way that the products reach their destination in good condition by normal transport.
2. If products are delivered for resale, they may only be presented for resale in their original packaging. Products for resale are not permitted to be repackaged and the original packaging may not be otherwise altered.
3. Repackaging of products or changing the original packaging means that any claim to a warranty issued by CHICO will lapse and that CHICO will never be liable for defects in or to the delivered products or for the delivery of the incorrect products or deviations in quantity and quality.

Article 7 Retention of title

1. The products delivered by CHICO and the products resulting from the products delivered remain the property of CHICO until the Client has paid the purchase price, any contractual interest and out of court collection costs in full and all obligations arising from the contract or contracts entered into with CHICO have been properly fulfilled. The retention of title also applies to claims that CHICO may have against the Client due to the failure of the Client to fulfil one of its obligations towards CHICO. As long as no transfer of ownership has taken place, the Client will keep the delivered products for CHICO.
2. Products delivered by CHICO, which are subject to retention of title by virtue of paragraph 1 of this article, may only be resold or used within the framework of normal business operations and only after payment to CHICO. In the event of resale, the Client is in turn obliged to supply the products to its customers with a retention of title.
3. The Client is not permitted to pledge the delivered products or to establish any other right on them.
4. The Client must at all times do everything that can reasonably be expected of it to safeguard the proprietary rights of CHICO.
5. If third parties attach products delivered under retention of title or wish to establish or assert rights thereto, the Client is obliged to inform CHICO of this immediately and to inform the party levying the attachment of the proprietary rights of CHICO.
6. The Client undertakes to insure the products delivered under retention of title, to keep them insured against fire, explosion and water damage as well as against misappropriation/theft and other cases of destruction, and to make this insurance policy available to CHICO for inspection at its first request. CHICO is entitled to any amounts paid out under this insurance. Insofar as necessary, the Client undertakes towards CHICO in advance to cooperate in whatever may be necessary or desirable in this respect.
7. The Client authorizes CHICO, in all cases in which CHICO wishes to exercise its proprietary rights, to enter or allow CHICO to enter all those places where its property is located and to remove these goods.

Article 8 Use and warranty

1. The products supplied are intended exclusively for the cultivation of crops intended for human or animal consumption and consumption in accordance with the corresponding product specifications.
2. The products supplied by CHICO are intended for plant production and are not intended for human or animal consumption, whether unprocessed or processed. The plants resulting from the products supplied may only be used for human or animal consumption if the plants are completely separated from the products supplied. The products supplied may not be used for the production of sprout vegetables, since sprouts vegetables are consumed together with the seed. CHIC is not liable for substances and/or micro-organisms that are present on and/or in the seed.
3. The products to be supplied by CHICO meet the requirements set by the Dutch inspection authorities at that time. However, the product specifications accompanying the products do not constitute a warranty. In the event that the product delivered does not meet the product specifications, the Client will be informed accordingly. Furthermore, CHICO does not guarantee that the products delivered meet the intended purpose of the Client. The Client must verify whether the products delivered are suitable for the intended purpose and use and comply with the General Terms and Conditions attached to them.
4. If seeds or plants to be delivered have undergone treatment at the request of the Client, the costs as well as the risks thereof are payable by the Client.
5. If CHICO has indicated a germination capacity, this is only based on reproducible laboratory tests. No direct relationship can be assumed between the indicated germination capacity and the growth of the seed at the Client. This indicated germination capacity only specifies the germination capacity at the time of the test and under the conditions in which the test was carried out. Growth depends on the location, cultivation measures and the climate conditions at the Client.
6. Any warranty on the part of CHICO will lapse if a defect has arisen as a result of or arising from use after the expiry date, incorrect storage, improper use, repackaging or reprocessing. Nor will the Client be entitled to any warranty if a defect in the products or the plants or fruit resulting from them has arisen due to or is the result of circumstances beyond the control of CHICO, including weather conditions such as, but not limited to, extreme rainfall or temperatures, the growth and flowering of the products delivered, etc.

Article 9 Provision of information

1. Information provided by CHICO in any form whatsoever is non-binding. All descriptions, recommendations and advice on crops or otherwise in direct mail, such as brochures, newsletters and e-mail messages and featured on the website, have been carefully compiled. Descriptions are exclusively intended as general information and not as a measure of quality or warranty. Recommendations and advice on crops or otherwise are general in nature and are at best indicative; they are not applicable to various business situations and all local conditions for growth or otherwise. The Client is responsible for interpreting advice and information and for assessing their suitability or applicability.
2. All photos, images and illustrations in brochures and on the website are exclusively intended as general information and not as an indication of quality or as a warranty. Images of varieties were made in optimal conditions. Comparable results are not guaranteed, and they are not intended for all business and local circumstances concerning cultivation or otherwise.

3. The information provided by CHICO is understood to mean:

- a. 'Immunity': a plant variety is not affected or infected by a specific disease or pest;
- b. 'Resistance' means the ability of a plant variety to restrict the growth and development of a specific disease or pest and/or the damage it causes compared to susceptible plant varieties under similar environmental conditions and disease or pest pressure.

Two levels of resistance are defined:

I. High resistance (HR): plant varieties which significantly restrict the growth and development of a specific disease or pest under normal disease or pest levels compared with susceptible varieties. However, these plant varieties may show some signs of disease or damage under high disease levels.

II. Intermediate resistance (IR): plant varieties which restrict the growth and development of a specific disease or pest, but may show more symptoms of disease or damage compared to highly resistant varieties. Intermediate resistant plant varieties will show less severe signs of disease or damage than susceptible plant varieties under similar environmental conditions or disease or pest levels.

- c. 'Susceptible': the inability of plant varieties to restrict the growth and development of a specific disease or pest.

4. CHICO may at all times rely on the correctness and completeness of the information and data provided to CHICO by the Client within the framework of the conclusion and execution of the contract.

Article 10 Liability

1. CHICO accepts no liability for damage resulting from the application or use of recommendations and cultivation advice. See 9.1.

2. CHICO is not liable for damage and costs caused by diseases in plants grown from the delivered products, unless it has been proven that the delivered products were already infected with the damaging disease at the time of delivery.

3. Except in the case of intent or gross negligence of the board of directors of CHICO, CHICO is never liable for damage and costs:

I. as a result of deviations or non-standard results of the plants and fruit grown from the products supplied, including, but not limited to, deviations in growth and flowering, or:

II. as a result of mutations in resistance, or:

III. as a result of errors, incompleteness or incorrectness in the product or cultivation information and/or advice provided by or on behalf of CHICO. The Client must assess for itself whether the delivered goods are suitable to be used for the intended cultivation or under the local circumstances, or:

IV. caused by errors or omissions in the execution of the contract or the use of auxiliary goods.

Article 11 Complaints

1. The Client is obliged to examine the purchased products immediately upon delivery or as soon as possible thereafter. At this time, the Client must check whether the goods delivered are in conformity with the contract. The Client must check whether the correct goods have been delivered, whether the goods delivered correspond with what was agreed in terms of quantity and whether the goods delivered meet the agreed quality requirements or – if these are lacking – the requirements that may be set for normal use and/or commercial purposes.

2. If the Client puts the delivered products into use, this will be considered as acceptance. Minor deviations, including deviations in quality, composition and properties, which are unavoidable from a technical point of view or which are generally accepted, can never constitute grounds for well-founded complaints.

3. If visible defects or shortfalls are found, the Client must report these to CHICO in writing by registered letter no later than three working days after delivery, stating the batch data, delivery note and invoice details.

4. In the event of invisible defects, the Client must complain in writing by registered letter as soon as possible, but no later than five working days after discovery, stating the batch data, delivery note and invoice details. No further claims can be made due to invisible defects sixty days after the sowing date.

5. Complaints must be described in such a way that these can be verified by CHICO or a third party. In addition, complaints must always be communicated to CHICO in good time so that CHICO can check the plant materials. To this end, the Client must also keep a record of the use of the goods and, in the event of resale of the goods, of the purchasers. If the Client does not make a written complaint within the aforementioned periods, its complaint will not be dealt with and its rights will lapse. In the event of any expert assessment, CHICO must be notified in good time at least three working days in advance.

6. Complaints relating to part of the delivery cannot be a reason for rejection of the entire delivery by the Client.

7. In the event of a continuing dispute between the parties concerning germination capacity, varietal identity, varietal purity and technical purity, Naktuinbouw, established in Roelofarendsveen, the Netherlands, may, at the request of one of the parties, carry out an inspection or reinspection with the costs payable by the party found to be wrong. This request must be submitted within six months of the first report of the problem to the other party. The costs related to this inspection or reinspection must be paid in advance by the Client. The re-inspection test will be carried out on the basis of an approved sample. The result of this inspection or reinspection is binding on both parties, without prejudice to the right of the parties to submit disputes about the consequences of this result to the bodies referred to in Section A. of Article 9 of these General Terms and Conditions.

Article 12 Reservation for reproduction and/or propagation

1. The Client is not permitted to use the delivered products or components or harvested materials for further propagation or reproduction of basic materials. It is also not permitted to use propagated products or components or harvested materials thereof i) for propagation purposes, ii) offer them for sale, iii) sell them, iv) import or export them or v) keep them in stock for one of these purposes without permission.
2. In the case of resale of the delivered products, the Client guarantees this clause under forfeiture of a penalty for each violation to be imposed on its own customers. The amount of the penalty is at least equal to the benefit enjoyed by the Client.
3. The Client is obliged to grant the holder of plant breeders' rights or someone who inspects on its behalf, upon first request, access to its business, including and in particular to the greenhouses of the business, so that CHICO can carry out inspection activities or have them carried out. Business in this case also means the business activities carried out by a third party on behalf of the Client. Upon request, the Client will immediately allow inspection of its records relating to the relevant basic materials. The Client also imposes the aforementioned obligations on its own customers.

Article 13 Use of trademarks and signs

1. The Client is not permitted to use the trade name of CHICO as well as trademarks and signs used by CHICO to distinguish its products from those of other legal entities/companies or to use trademarks and signs that are not clearly distinguishable.
2. The Client is only permitted to use these trademarks and signs when marketing products in the original packaging of CHICO with the trademarks and signs applied by CHICO.
3. In the case of violation of the obligations resulting from this article, the Client will forfeit to CHICO an immediately payable penalty of €25,000 (in words twenty-five thousand euros) for each day or part of a day that the violation continues, without prejudice to the other claims to which CHICO is entitled including the right to full compensation.

C. SPECIFIC PROVISIONS applicable to cultivation advice concerning the chicory crop

Article 1 Scope of application

In addition to the General provisions as described under A. of these General Terms and Conditions, the provisions under C. of these General Terms and Conditions apply to cultivation advice on the chicory crop and advice on cold storage of plant material. In the event that the provisions under A. and C. contain conflicting clauses or partly conflicting clauses, the provisions under C. will prevail.

Article 2 Payment

1. If an appointment for a business visit, etc. agreed between CHICO and the Client is cancelled by the Client within 24 hours of the appointment, the Client will owe 50% of the agreed minimum visit fee.

Article 3 Provision of services and advice

1. CHICO uses the online registration program ('ChicoSystem') to provide all business-related advice, such as cultivation advice (cultivation and migration) on the chicory crop and advice on the cold storage of plant materials. All other methods of providing advice are non-binding and exclusively informative.
2. The obligations in a contract that relate to advice or services are best efforts obligations, whereby CHICO undertakes to make every effort to achieve a result that is usable for the Client in the implementation of the agreed activities. CHICO expressly does not guarantee any results.
3. Advice given orally by CHICO is solely of a non-binding and informative nature. The Client accepts that it is not inconceivable that there will be a risk of misunderstandings in the interpretation of the question or in the interpretation of the advice in the case of oral advice, and that the risk of misinterpretation of the question or misinterpretation of the oral advice is borne by the Client. Oral opinions can only be definitively interpreted as opinions if they are followed by advice from the online registration programme ('ChicoSystem').
4. Automated advice, reports and graphs in the online registration programme ('ChicoSystem') are based on a limited number of parameters and on various sources. This type of information has its limitations and is therefore only non-binding and informative in nature. The Client guarantees that it will always assess automatically generated advice, reports and graphs for correctness and applicability before taking business decisions on the basis of this information.
5. Although CHICO takes great care in compiling and maintaining all general information on its website and in the online registration program ('ChicoSystem'), CHICO cannot guarantee the correctness, completeness and topicality of the information provided. This information is therefore non-binding and supporting. The Client must test the applicability and the legal frameworks of this information itself.
6. The Client guarantees that all information and documents, which CHICO indicates are necessary or which the Client should reasonably understand are necessary for the proper execution of the contract, will be provided to CHICO in good time in the desired form and manner or have been entered into the online registration program ('ChicoSystem').

7. If the information and documents required for the execution of the contract have not been provided to CHICO on time, CHICO has the right to suspend the execution of the contract until such time as the Client has fulfilled the obligation mentioned in the previous paragraph. The execution period does not commence until the Client has made the data available to CHICO. Additional costs and extra fees resulting from the delay in carrying out the order caused by the failure to make the necessary information and documents available, or to make them available on time or properly, are payable by the Client.
8. The Client guarantees the correctness, completeness and reliability of the information and data provided by it or entered into the online registration program ('ChicoSystem').
9. CHICO is entitled, at its own discretion and at the risk and expense of the Client, to have certain activities that CHICO deems useful or necessary carried out by third parties and does not need to obtain the express permission of the Client in advance. The applicability of Book 7 Article 404, Book 7 Article 407(2) and Book 7 Article 409 of the Dutch Civil Code (Burgerlijk Wetboek) is expressly excluded.

Article 4 Liability

1. CHICO provides advice to the best of its knowledge and on the basis of the most up-to-date knowledge at the time the advice is provided. This does not affect the own responsibility of the Client to interpret and assess all advice with regard to its suitability or applicability to its own business situation, the given circumstances and the current applicable legal frameworks. CHICO accepts no liability for any harmful consequences resulting from the failure of the Client to comply with its own responsibility, except in the case of intent or gross negligence on the part of the board of directors of CHICO.
2. The Client must at all times test the legal frameworks concerning the use of crop protection agents and other products itself before carrying out an application. It will do this both in a general sense and in the context of its own business situation and circumstances. CHICO accepts no liability for any harmful consequences resulting from the improper use of crop protection agents and other products by the Client, except in the case of intent or gross negligence on the part of the board of directors of CHICO.
3. CHICO accepts no liability for damage resulting from the application of oral or computerized advice and the use of computerized reports for the reasons mentioned in Article 3, paragraphs 3 and 4, among others.
4. CHICO accepts no liability for any inaccuracy or incompleteness of the information provided in the online registration program ('ChicoSystem'). See Article 3, paragraph 5, among others.
5. CHICO is not liable for damage, of whatever nature, because it has relied on incorrect or incomplete information provided by the Client.
6. CHICO cannot be held responsible for unforeseen or unknown harmful consequences that arise or have arisen as a result of its advice. In addition, the Client must assess the advice within the broader context of its business operations.

Article 5 Complaints

1. Complaints must be described in such a way that these can be verified by CHICO or a third party. To this end, the Client also guarantees that it will keep a record of the use of the services or the follow-up of the disputed advice.
2. Complaints about invoices that relate to advice or service orders and complaints regarding inaccuracies or deviations from the order that can reasonably be observed at the time of examination of the advice, must be submitted to CHICO in writing within two weeks of the invoice date, failing which the complaint will not be dealt with and any claim to these inaccuracies or deviations will lapse.

Article 6 Confidentiality and copyright

1. CHICO will observe confidentiality with regard to non-publicly accessible data of the Client that it receives within the framework of the execution of the contract, in the sense that CHICO will never disclose such data in a way that it is directly traceable to the Client. A more extensive confidentiality obligation will only apply if it has been expressly agreed in writing.
2. CHICO may disclose research results on an anonymous basis unless written confidentiality is agreed upon at the request of the Client. In that case, the confidentiality period will not exceed one year from the date of delivery/invoicing.
3. An agreed duty of confidentiality does not apply if CHICO violates legal duties and obligations.
4. The copyright as well as all other rights of intellectual or industrial property regarding advice and information provided are exclusively vested in CHICO.
5. When the Client registers as a participant in the online registration program of CHICO ('ChicoSystem'), the Client accepts that CHICO is entitled to use the data and information entered by the Client to make anonymized statistical calculations, historical trends and other information. CHICO may freely use this information in its consultancy work and services.
6. CHICO will observe confidentiality with regard to all data entered into the online registration programme ('ChicoSystem') by the Client. The provisions of paragraph 1 of this Article apply mutatis mutandis to such use.
7. Data calculations and trends, which are based on entered data, will be made available to participants of the online registration programme ('ChicoSystem') and can be used by them to support their business operations. CHICO accepts no liability whatsoever for the way in which a participant applies these calculations and trends.