

General Terms and Conditions - GREENN

General

These General Terms and Conditions are intended to record the core conditions that are applicable to all legal relations between GREENN and its Principals and form an integral part of all agreements between GREENN and its Principals.

Article 1. Definitions

- a. **GREENN**, is the user of these General Terms and Conditions (the "GTC") being the private limited liability company under the Laws of the Netherlands GREENN B.V., having its legal seat at Schinkeldijkje 16-V, 1432CE, Aalsmeer, the Netherlands, registered at the Chamber of Commerce number: 64601978, VAT number: NL824212861B01;
- b. **the Principal** is the (legal) person, his representative or proxy, as for the benefit of whom on the basis of these GTC services will be executed by GREENN;
- c. **Parties** are the Principal and GREENN jointly;
- d. **Work and Activities**: the total of the Activities agreed between the Principal and GREENN in the broadest sense of the word and inclusive of the Activities described in the order confirmation;
- e. **Designated offer**: All designated offers, estimates, price indications or similar offers of GREENN;
- f. **In writing**: A registered letter is of course possible, but an e-mail that demonstrably has been received is also a notification in writing. An e-mail is in any case demonstrably received if the receiving party demonstrably (for instance via an e-mail) has responded to that e-mail. As time of receipt will be regarded the time on which the e-mail has reached the mailbox of the receiving party.
- g. **GTC**: is the abbreviation for these General Terms and Conditions.

Article 2. Applicability

1. These GTC are applicable to all Designated offers and commissions and the legal relations deriving there from between the Principal and GREENN, except for deviating agreements between Parties that have been recorded in writing and have been confirmed by both explicitly.
2. The actual starting with the execution of the commission will be regarded as acceptance from the side of the Principal of these GTC.
3. The applicability of possible terms and conditions (of purchase or otherwise) of the Principal is explicitly rejected.
4. These GTC are also applicable to agreements whereby for the execution third parties will be involved. Terms and conditions, agreements and stipulations with third parties are not applicable and do not bind GREENN unless confirmed in writing by GREENN.
5. A Principal that once has concluded an agreement with GREENN, is deemed to also have agreed, upon a commission possibly granted thereafter in any manner, tacitly with the applicability of these GTC.
6. If one or more stipulations in these GTC are invalid or should be invalidated, then the other stipulations of these GTC remain applicable. Parties shall then enter into consultation to agree upon new stipulations for the replacement of the invalid or invalidated stipulations, whereby if and insofar possible the purpose and the tenor of the original stipulation will be observed.
7. In case of contradiction, legal obligations specially agreed shall prevail over these GTC.
8. GREENN reserves the right to change the content of these GTC in-between.
9. If between Parties, a situation arises that is not regulated in these GTC, then this situation must be assessed according to the spirit of these GTC.

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Article 3. Designated offers and conclusion agreement

1. All Designated offers are entirely non-binding unless otherwise agreed. That means that GREENN has the liberty to withdraw or content-wise change a Designated offer, before, and within a term of a maximum of 3 working days after this has been accepted by Principal.
2. A Designated offer becomes void no matter what, if that, to which the Designated offer concerns, is not available anymore or in case the circumstances have changed so that compliance cannot be expected in reasonableness of GREENN.
3. GREENN can refuse a commission without stating reasons, also within a reasonable term after acceptance, and is in that case not liable for possible material or immaterial damage at the Principal and/or third parties as a consequence of the refusal.
4. An agreement is concluded on the moment of acceptance in writing of the Designated offer by the Principal or so much sooner as actually is started with the execution of the commission.
5. Unless otherwise agreed, the prices stated in a Designated offer and on an invoice of GREENN, are exclusive of turnover tax and possible other taxes, levies and rights.
6. Changes in the original commission, unforeseen or changed circumstances that cause higher costs than on which could be counted in reasonableness at the Designated offer, can be brought into account by GREENN as extra. GREENN shall warn Principal as soon as possible for exceeding.
7. GREENN cannot be held to Designated offers, if the Principal reasonably can understand that the Designated offer, or a part thereof, contains an obvious error or typo.
8. Designated offers and/or discounts are one-time only and do not automatically apply to future commissions.
9. The Principal is required to provide GREENN timely with all information and documents, which are necessary for the composition of a realistic Designated offer.
10. GREENN is authorised to require surety from the Principal at or after the conclusion of the agreement, before performing (further), that both payment obligations and the other obligations shall be complied with.
11. If an agreement has been concluded for an undefined period, then the Principal must, if he wishes to terminate the agreement, observe a notice period of 2 months. The cancellation must take place in writing.
12. GREENN must notify the Principal timely when GREENN, by unforeseen circumstances, is not able to deliver against the agreed price and/or stated quantity and/or quality. Should the Principal thereafter wish to modify his order, then a new commission, respectively a new agreement, emerges.

Article 4. Commissions and execution commissions

1. GREENN shall in the execution of its Activities observe the care of a good contractor and execute the work good, properly and according to the stipulations of the agreement.
2. GREENN has the liberty to execute the commission to its own insights and to deploy hereby entirely to its own discretion its own employees or third parties and/or enterprises.
3. Commissions will solely be executed for the benefit of the Principal. Third parties can derive no rights.
4. A commission binds the Principal. GREENN is bound to a commission after acceptance and sending of the order confirmation. If the Principal does not, within seven days after sending of the order confirmation, make his objections known, then the order confirmation is deemed to represent the agreement correctly and completely.
5. Each partial execution of a commission can be invoiced, in which case that partial delivery will be regarded as an independent transaction.
6. A term will only be regarded as irrevocable if the Principal has informed GREENN upon granting of

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7. If the Principal does not comply with any obligation deriving from an agreement with GREENN or if during the execution of a commission or after expiry thereof should show that the Principal has provided incorrect data or has withheld data, then GREENN has the right to suspend the compliance with all obligations towards the Principal and, if necessary, GREENN can regard all agreements with the Principal as dissolved in whole or in part, without that therefore a notification of default and/or intervention of the courts is required, retaining its right to compensation of damage and becoming payable upon demand of what the Principal is liable to pay to GREENN.

Article 5. Changes

1. If before or during the execution of the commission in the opinion of GREENN it shows that for a proper execution of the commission it is necessary to change the scope and/or nature of the commission, then GREENN shall discuss this as soon as possible with the Principal. If there is no opportunity thereto, then GREENN shall at its own discretion, but within the limits of the intention of the commission, modify the commission.
2. If the Principal wishes to introduce changes in the commission or the execution thereof, then the Principal must let this become known timely and in writing to GREENN.
3. The risk of the execution of changes discussed verbally, is for the account of the Principal, unless these changes have been confirmed demonstrably by GREENN.
4. If a commission must be finalised sooner than agreed, then over-time and/or other costs possibly made extra, can be brought into account. The Principal gives GREENN where possible some leeway with regard to the term of execution.
5. The possible extra costs that are connected to a change or extension, shall in principle be for the account of the Principal, unless agreed otherwise. In deviation hereof, no extra costs shall be brought into account to Principal, if the change or extension is the consequence of a circumstance that can be imputed to GREENN.

Article 6. Obligations of the Principal

1. The Principal must ensure that activities possibly to be executed by third parties that do not belong to the work of GREENN will be executed in such a manner and so timely that GREENN experiences no delay thereof. If nevertheless a delay emerges, then the Principal must notify GREENN thereof timely.
2. If the start or the progress of the work is delayed by circumstances, as referred to in the previous section, then the Principal is liable for damage possibly deriving there from.
3. If Principal has goods, necessary for the execution of the commission, under him, then the Principal is responsible for these goods.

Article 7. Duration of the agreement and terms

The agreement is concluded for the duration of the commission.

Article 8. In-between Termination

1. If Principal, on whichever moment, unilaterally decides to terminate the agreement, then GREENN reserves the right to bring into account all expenditures and costs demonstrably made till that moment, such as for instance but not solely, prepaid registration fees, etc., to Principal for the full 100%.
2. GREENN shall make an effort within the limits of reasonableness to claim back as much as possible of these expenditures made from the party to whom the payments have been made. All monies successfully recovered by GREENN shall be repaid 1 on 1 to the Principal. Principal is however aware of the fact that it is not always possible to claim back expenditures and costs made from the party to whom these payments have been made.

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3. GREENN can, whether or not while awaiting the outcome of expenditures and payments to be recovered, bring into account to Principal no matter what, the following costs;
 - a. Cancellation up to 10 weeks before start Activities: 60% of total designated offer;
 - b. Cancellation up to 8 weeks before start Activities or start production: 75% of total designated offer;
 - c. Cancellation from 6 weeks before start Activities or start production: 100% of total designated offer.

Article 9. Suspension and Dissolution

1. GREENN is authorised to decide to suspend unilaterally its Activities or to dissolve the agreement in whole or in part without that thereto a notification of default is required if:
 - a. It shows, or if GREENN has good grounds to assume that Principal shall not or cannot fully comply with the obligations from the agreement;
 - b. Suspension of payment is filed for and/or will be granted for Principal, Principal applies for bankruptcy or is declared in a state of bankruptcy, proceeds to liquidation, ceases his enterprise or if on a considerable part of the capital of Principal an executorial attachment is put;
 - c. Circumstances occur or threaten to occur, so that compliance with the agreement is impossible or reasonably cannot be required any longer, or if other circumstances occur that are of such a nature that unchanged maintaining of the agreement in reasonableness may not be expected.
2. Upon dissolution, the claims on the Principal will be immediately payable upon demand.
3. Upon dissolution, Principal is liable to pay 30% of the designated offer as compensation of damage, directly payable upon demand, notwithstanding the obligation of the Principal to compensate Activities already executed by GREENN and made costs and notwithstanding the right of GREENN to claim the entire damage in court.
4. Upon a dissolution on the basis of this article, all received instalments and payments serve firstly to the reduction of the costs, subsequently to the reduction of the appeared interest and finally to the reduction of the principal amount and current interest.

Article 10. Invoicing, Payments and Payment term (14 days)

1. The payment of an invoice of GREENN is never dependent on a possible outcome or result of the Activities.
2. Unless further agreements have been made, GREENN invoices as follows:
 - a. 50% of the total amount within 3 working days after acceptance designated offer or directly upon start Activities;
 - b. Remaining 50% shall be sent no later than 8 weeks before the start of a fair;
 - c. Upon acceptance of the designated offer within 8 weeks before the start of a fair, immediately 100% shall be invoiced.
 - d. In case of Activities and/or services otherwise than the organisation of, and participation in fairs and events, such as for instance but not limited to the design and delivery of promotional material or websites, GREENN can also decide to invoice sooner, later or afterwards.
3. GREENN can for Activities to be executed and costs to be made, request advances. These will be settled at the end of the commission or in-between.
4. GREENN will charge onward all costs brought into account to it by third parties, inclusive of foreign turnover tax and other national and international levies, 1 on 1 to Principal.
5. The invoice must be paid within 14 days. Exceptions hereto are possible if explicitly agreed and if this is not obviously unfair for GREENN.

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7. If Principal nevertheless exceeds the payment term of 14 days, then Principal is automatically in default and GREENN has the right to charge an interest by law that is equal to the reference interest rate (basis interest) applied by the European Central Bank + 6%. Furthermore, GREENN may directly bring administrative costs into account with a minimum of €40. The above without prior notification or summation.
8. Upon absence of payment within the payment term, Principal is liable for all out-of-court (such as collection costs) and reasonable costs actually made in-court with a minimum of 15% over the principal amount.
9. For as long as Principal has not complied with all terms and conditions of the agreement has (for instance not complying timely or not fully with payment obligations), then all rights that in the broadest sense of the word relate to the commission, continue to remain with GREENN.

Article 11. (Copy)rights

1. On all results of the Activities, and on all concepts, ideas and proposals of GREENN, (copy)rights rest. These rights belong to GREENN or to its licensors.
2. Unless otherwise is agreed, Principal shall acquire, if the terms and conditions of the agreement have been complied with, an exclusive licence on the rights of GREENN.
3. GREENN has the right to use the knowledge increased by the execution of the Activities for other purposes; hereby no confidential information will be brought to the knowledge of third parties.
4. Unless otherwise agreed, GREENN is authorised to use the results of its Activities, such as for its own publicity (for instance on its website and other promotion).
5. Principal shall safeguard GREENN against all consequences of claims of third parties because of infringement of their intellectual and/or industrial property rights and he shall compensate GREENN for all damage suffered as a consequence thereof.
6. If Principal does not comply with any obligation from the agreement, or here is a well-founded fear that he shall not do so, then Principal is not authorised to freely dispose over the result of the Activities of GREENN and/or GREENN is authorised to take back goods possibly delivered, on which the retention of title rests, or to remove or let it be removed from either the Principal or from third parties, while taking recourse for the costs on the Principal.
7. GREENN has towards any party a right of lien and a right of retention to all goods and monies that GREENN has, on whichever basis and with whichever destination, under him or shall have, for all claims that it may have or may come to have against the Principal.

Article 12. Liability

1. GREENN is only liable for damage as a consequence of a shortcoming in the execution of the agreement insofar this shortcoming is the consequence of a defect in care that in reasonableness might be expected, or wilful intent or gross fault, of GREENN.
2. The liability of GREENN is always limited to the amount that in the concerned case will be paid out under the (liability) insurance(s) of GREENN. These insurances know limitations in cover, among others concerning the height of the damages and concerning the number of cases of damage per year.
3. If no pay-out should take place on the basis of the aforementioned insurance, for whichever reason, but GREENN is still liable for damage then the liability of GREENN is limited to a maximum of the amount that GREENN has brought into account to Principal for the commission and has been paid timely. If it concerns a long-term agreement with a tenor of more than 3 months, then the liability of GREENN is limited to a maximum of the amount that GREENN has brought into account to Principal in the 3 months prior to the moment on which the event that gave cause to liability, has taken place, and has been paid timely. The maximum liability of GREENN is, in case no pay-out should take place via an insurance, limited to € 2,000,

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4. GREENN is not liable for ~~possible damage, of whichever nature, that has emerged~~, because Principal has provided incorrect and/or incomplete data.
5. The limitation of liability described in this article, is also stipulated for the benefit of the persons, independent traders and enterprises working for and also on behalf GREENN that are deployed for the execution of the commission.
6. Upon deployment of third parties, GREENN is towards Principal never liable for shortcomings of those third parties. In case Principal makes a direct claim towards the third party, then Principal shall safeguard GREENN from any claim of the third party in connection with that liability claim as well as all related costs for GREENN.
7. GREENN is authorised by Principal to accept general terms and conditions and limitations of liability of third parties on behalf of Principal.
8. Furthermore, the limitations and exclusions of liability, statute of limitations and safeguards included in these general terms and conditions also apply for all out-of-contract claims of the Principal towards GREENN, insofar these are related to the execution of a commission by GREENN.
9. All claim rights and other authorities of Principal towards GREENN in connection with Activities executed by GREENN, become forfeit as soon as a period of 8 weeks has expired after the day on which Principal became familiar or reasonably could have been familiar with the existence of those rights and authorities.
10. GREENN is not liable for indirect damage (for instance consequential damage, missed profits, missed savings and damage by enterprise stagnation).

Article 13. Insurances for the benefit of fairs, events, etc.

Unless Parties have agreed otherwise in writing, Principal is at all times self-responsible for the conclusion of all, whether or not mandatory by law, insurances including for instance fire, explosion and water damage and against theft, whether or not included in an umbrella or general (events) insurance.

Article 14. Retention of title

1. The delivered by GREENN in the framework of the agreement remains property of GREENN until Principal has properly complied with all obligations from the agreement(s) concluded with GREENN.
2. The delivered by GREENN, that falls according to section 1 under the retention of title, may not be sold onward, given in lien or encumbered in any other manner and (copy)rights may not be transferred.
3. The Principal must each time do all that reasonably may be expected of him to secure the property rights of GREENN. If third parties put an attachment on the delivered under retention of title or wish to vest rights thereon, or make claims thereto, then the Principal is obliged to notify GREENN thereof immediately. Furthermore, the Principal commits to insure and keep insured the delivered under retention of title against fire, explosion and water damage and as well as against theft and to give the policy of this insurance upon first request to GREENN for viewing. In case of a possible distribution of the insurance, GREENN is entitled to the distributions. For as much as necessary, the Principal commits towards GREENN in advance to grant his cooperation to all which in that framework should (prove to) be necessary or desirable.
4. In case GREENN wishes to exercise its property rights designated in this article, the Principal gives in advance unconditional and not revocable permission to GREENN and third parties to be designated by GREENN, to access all those places where the properties of GREENN are located and to take these back.

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Article 15. Force Majeure

1. GREENN is not liable for a shortcoming in the compliance with one of its obligations, if the shortcoming was caused by an impediment that was outside its control and that of it could not reasonably be expected that it would have taken that impediment into account at the conclusion of the agreement or that it would have avoided this or the consequences thereof or would have superseded it (Force Majeure). Hereunder shall fall for instance but not solely, war, disasters (of nature), explosions, fire, lightning, strikes, occupations, government measures, delay, delays, etc.
2. If the shortcoming is due to a shortcoming of a third party that is charged with the execution of the entire agreement or a part hereof, then GREENN is freed of its liability.
3. If the Force Majeure causes a temporary impediment in the compliance with obligations, then GREENN has the right to suspend its obligation to compliance until the moment that the temporary impediment has been relieved again. Unless agreed otherwise, a suspension shall not last longer than 2 weeks.
4. If compliance in whole or in part is not possible anymore by Force Majeure, or when a reasonable term to comply after all in whole or in part, as expired, then the agreement shall be dissolved in whole or in part, without that Principal has a right to any compensation of costs, damages or interests.
5. Insofar GREENN upon the emergence of Force Majeure has already complied in part with its obligations, or can only comply in part with its obligations, then GREENN is authorised to invoice the part already delivered or to be delivered separately, and the Principal is required to pay this invoice.

Article 16. Complaints

1. Complaints must be reported in writing to an employee of GREENN.
2. Principal must submit complaints immediately, but in any case not later than two weeks after the concerned Activities have been executed, in writing, upon the exceeding of which term any claim towards GREENN, regarding complaints and errors, becomes forfeit.
3. In case of a complaint considered as well-founded by GREENN concerning executed Activities, GREENN has the right to execute or let execute the concerned Activities again, all of this within a reasonable term.
4. GREENN can only take complaints concerning executed Activities into treatment, if Principal not by himself has executed or let be executed Activities with regard to the complaint. Upon the submission of a complaint, the payment obligation with regard to the Activities being in dispute will not be suspended.

Article 17. Invalidity

The possible invalidity of one or more stipulations in these GTC leaves the validity and being executable of the other stipulations of these GTC and the obligation of Parties thereto, unaffected.

Article 18. Disputes

1. The Party that finds that there is an instance of a dispute, must inform the other Party of this dispute by means of a notification in writing, addressed to GREENN.
2. The announcement of the dispute must state why Principal is of the opinion that there is an instance of a dispute, when it has emerged, and states the subjects of the dispute.
3. After notification of dispute, Parties shall enter into joint consultation and try to resolve the dispute jointly. Should parties jointly not succeed, then they shall jointly choose and appoint a mediator. If Parties cannot choose jointly a mediator within 10 days, then GREENN shall choose a Mediator.

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5. The mediation shall be stopped if the dispute is not resolved within ~~10~~ working days after the appointment of the mediator.
6. If specialist knowledge is of importance, then a Mediator may involve an expert for advice. The costs of a specialist shall be regarded as mediator costs.
7. Each Party has a proportional share in the costs of the fee of the Mediator and all additional costs.
8. Upon a successful mediation, the content of an arrangement shall be binding for the concerned Parties and the terms and conditions of the arrangement take precedence.
9. Each Party has the liberty to start a court procedure after the termination of a mediation.

Article 19. Choice of law

1. Solely the Laws of the Netherlands are applicable to all legal relations to which GREENN is a Party, also if to a legal relation execution will be given in whole or in part abroad, or if the Party involved in the legal relation has residence there.
2. In case of a court procedure, solely the competent court in Amsterdam, the Netherlands, is authorised to take knowledge of disputes.