

AgroVision General Terms and Conditions 2023

These general terms and conditions apply to the provision of all our services as well as to all offers by AgroVision and all agreements and other legal relationships with AgroVision.

1. Definitions

- 1.1. Additional Terms of Use: the terms and conditions of third parties regarding the use of Third-Party Software.
- 1.2. Agreement: the agreement between AgroVision and the Client for the delivery of Software and/or Services by AgroVision to the Client.
- 1.3. AgroVision: AgroVision B.V. and/or any of its group companies or any local entity affiliated with it from which the Services and/or the Software are provided to the Client, such as AgroVision Belgium or AgroVision Denmark.
- 1.4. Client: AgroVision's counterparty to the Agreement.
- 1.5. Custom Software: Software developed or to be developed specifically for the benefit of the Client, or modifications of such Software.
- 1.6. Defect: the failure of the Software or a Service to comply with the Documentation.
- 1.7. Documentation: the user and other manuals, instructions and other information provided by AgroVision with respect to the Software and Services, as set forth in the Agreement.
- 1.8. Privacy Regulation: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 1.9. General Terms and Conditions: these general terms and conditions and any attachments thereto.
- 1.10. Implementation: the Service agreed upon by AgroVision and the Client to carry out the installation, setup and/or configuration of the Software and other work or activities required to deliver the Software ready for use.
- 1.11. Maintenance: the repair of Defects in the Software and the provision of any new versions of the Software.
- 1.12. Means of Authentication: the (combination of) data and/or means by which the Client can authenticate itself to AgroVision, such as the combination of username and password.
- 1.13. Service(s): the services of AgroVision specified in the Agreement, such as provision of Software, development of Custom Software, Maintenance, Support and Implementation.
- 1.14. Service Level Agreement (SLA): the separate agreement detailing additional agreements regarding Support and Maintenance. Once accepted, the SLA will form an integral part of the Agreement.
- 1.15. Software: the entirety of the software specified by AgroVision in the Agreement. Software can be either Standard, Third-Party or Custom Software.
- 1.16. Standard Software: Software developed by AgroVision that is not made available to the Client exclusively.
- 1.17. Support: the Service agreed upon by AgroVision and the Client to provide a helpdesk for user questions and breakdown reports and for resolving breakdowns and/or Defects and performing Maintenance.
- 1.18. Third-Party Software: Software (a) of which all or some of the intellectual property rights are not vested in AgroVision and/or (b) where AgroVision is unable to demand certain developments to or modifications of the Software.

2. General

- 2.1. Unless expressly agreed otherwise in writing, these General Terms and Conditions will apply to all offers by as well as all Agreements and other legal relationships with AgroVision. The applicability of any other general terms and conditions or stipulations of the Client is expressly excluded.
- 2.2. To the extent the performance of the Agreement also involves the supply or reselling of software and/or services of third parties, the relevant general or other terms and conditions of the third parties in question will apply. For example, the use of Third-Party Software or third-party services may require a separate agreement with such third party or may be subject to Additional Terms of Use. AgroVision can provide any applicable Additional Terms of Use to the Client if the Client so requests.
- 2.3. Agreements that are concluded electronically (e.g., by email) or by telephone are only concluded after AgroVision has confirmed an instruction or order by the Client in writing (e.g., by email). Verbal agreements are only valid if and after AgroVision has explicitly confirmed them in writing (e.g., by email).
- 2.4. If there is any mutual discrepancy, the following order of precedence applies (more specific comes before general): (1) an Agreement with any attachments such as the SLA and the processing agreement, (2) these General Terms and Conditions, and (3) any Additional Terms of Use.

3. Starting point for service

- 3.1. AgroVision wishes to work with its customers and clients on a partnership basis, where each party considers the other party's reasonable interests. The Client appreciates that, for the performance of the Agreement, AgroVision depends on (the proper functioning of) services of third parties such as AgroVision's own suppliers and/or the cooperation of the Client. The following applies in this regard:
 - A. AgroVision can be expected in this context to take responsibility for what it can decisively control. For example, AgroVision is responsible for the quality of the Software (other than Third-Party Software) and/or Services it makes available or provides and will use its best efforts to ensure that they will meet the arrangements in the Agreement, but cannot take far-reaching responsibility for

parts of the service which it does not and cannot control.

B. In light of the partnership idea, AgroVision expects the Client to accept its own responsibility for the fulfilment of its obligations. This includes the Client's responsibility for: (a) its own technical network infrastructure, means of communication and internet connection as well as the security thereof, which will always continue to meet any relevant requirements set and/or adjusted by AgroVision, (b) always accepting and/or implementing any updates and upgrades released by AgroVision in a timely manner, and (c) providing all cooperation necessary for the performance of the Services in a timely manner and being able to meet other obligations.

3.2. The delivery times and other deadlines stated by AgroVision are always indicative and are based on the data and circumstances known to AgroVision at the time of entering into the Agreement. Unless expressly agreed otherwise in the Agreement, delivery times and other deadlines given shall never be regarded as firm dates whose non-observance constitutes default. Delays due to the Client's actions cannot be attributed to AgroVision. Exceeding a delivery time or other deadline, by whatever cause, therefore does not automatically constitute default on the part of AgroVision.

3.3. Default on the part of AgroVision can only arise after the Client has given AgroVision a realistic last chance by means of a written notice of default, in which a reasonable date is set for the rectification of the relevant breach and AgroVision culpably persists in its failure even after that deadline. The notice of default must contain as complete and detailed a description of the breach as possible, so that AgroVision can respond adequately.

4. Provision of Software

4.1. AgroVision will make the Software specified in the Agreement available to the Client under the conditions described in the Agreement, these General Terms and Conditions and - if applicable - the Additional Terms of Use.

4.2. If required for use of the Software, AgroVision will provide the Client with Means of Authentication so that the Client can access the Software and its data. The Client is responsible for the careful and personal use and management of the Means of Authentication. If a user accesses the Software and data by using the Means of Authentication, AgroVision will be entitled to assume that this is an authorised user.

4.3. The Client appreciates that the uninterrupted operation and availability of the Software depends on external factors such as telecommunications and/or internet or other connections and third-party systems. In view of these dependencies, AgroVision cannot guarantee that the Software will at all times function without error, free of Defects and without breaking down.

4.4. The Client is at all times responsible for the use it makes of the Software and Services and all other forms of processing of personal and other data in the Software and elsewhere, carried out by the Client or on its behalf. The Client is solely responsible for ensuring that it (or its employees/users) adheres (adhere) to the use agreed in the Agreement, refrains (refrain) from processing any unlawful data or otherwise infringing the rights of third parties in the course of using the Software.

4.5. AgroVision is not liable for the inaccuracy, incompleteness or unlawfulness of the information and/or personal or other data stored using the Software, nor for a correct and unobstructed data transmission using the Software and/or Services or changes in, additions to and/or the use or other processing of personal or other data and/or available information. The Client indemnifies AgroVision in respect of third-party claims based on the assertion that the data stored in the Software by the Client and/or its employees/users, or the changes in, additions to and/or the use or other processing of personal or other data and other information by the Client and/or its employees/users is/are unlawful.

4.6. Should AgroVision be notified that any information that the Client and/or its employees/users has/have saved and/or exchanged through the Software is unlawful, AgroVision reserves the right to remove or disable access to such information immediately. In no circumstances will AgroVision be liable for any damages resulting from such actions. The Client indemnifies AgroVision in this respect for all claims by its employees/users and/or third parties, including claims for damages, that may be brought against AgroVision.

5. Development of Custom Software and Documentation

5.1. If the Agreement involves the development of Custom Software, AgroVision will perform that work with care in accordance with the specifications agreed upon between the Client and AgroVision and any information, documentation and designs provided by the Client. If the parties use a development method (e.g., Agile), the parties accept (i) that the work will not be performed at the outset on the basis of complete or elaborate specifications, and (ii) that specifications, which may or may not have been agreed at the outset of the work, may be adjusted during the performance of the Agreement by mutual consent with due regard to the project approach associated with the development method in question. The Custom Software to be supplied will conform to the most recently agreed specifications.

5.2. If this is agreed in the Agreement and to the extent that the Documentation already accompanying the Software and/or Services is not sufficiently detailed for the Client, AgroVision will prepare specific Documentation for the Client regarding the use and operation of the Software and/or Services.

6. Implementation

6.1. If the parties have agreed to Implementation in the Agreement, AgroVision will undertake the Implementation in cooperation with the Client in accordance with the arrangements made for that purpose in the Agreement or another document (plan of action or implementation plan).

6.2. The Client will provide all necessary cooperation in this regard to AgroVision, including timely provision of information requested and

required by AgroVision, as well as all other cooperation deemed necessary by AgroVision.

- 6.3. If the commencement or progress of the Implementation is delayed by factors for which AgroVision has no responsibility, the Client will pay the resulting costs incurred by AgroVision at AgroVision's customary rates.

7. Acceptance

- 7.1. If the parties have agreed on an acceptance scheme in the Agreement, the Software and/or the Services will be deemed to have been accepted after successful completion of that acceptance scheme.
- 7.2. If the parties have not agreed on an acceptance scheme, the Software and/or Services delivered will be deemed to have been accepted the first time AgroVision makes the Software available to the Client and/or performs the Services.

8. Maintenance and Support

- 8.1. Unless otherwise specified in the Agreement, AgroVision will perform Maintenance on the Standard Software and provide Support in this regard. AgroVision is free to determine how it interprets Support and Maintenance and how Defects are identified, classified and repaired or not as part of Maintenance.
- 8.2. For Custom Software, AgroVision will perform Maintenance and provide Support if the Client has entered into a specific maintenance agreement with AgroVision for that purpose. The Client itself is always responsible for the functional and application management of the Standard Software. This is expressly not included in Maintenance and Support.
- 8.3. It is expressly understood that AgroVision is not obliged to provide Maintenance or Support for Third-Party Software. Third-Party Software is exclusively subject to the Additional Terms of Use. With regard to Maintenance and Support of Third-Party Software, only the arrangements (if any) on this contained in the Additional Terms of Use will apply.
- 8.4. At the request of the Client, AgroVision will provide the Client with a Service Level Agreement containing detailed arrangements on, for instance, availability, backups and service levels with respect to the Standard Software and/or Custom Software.
- 8.5. AgroVision reserves the right to decommission the Software temporarily for the purpose of Maintenance, modification or the repair of any Defects. In such cases, AgroVision will make every effort to repair any bugs or Defects. AgroVision will, moreover, endeavour to keep such decommissioning as short as possible. If AgroVision expects the decommissioning to be necessary for a longer period of time, AgroVision will make every effort to inform the Client as promptly as possible and to ensure that the Client and users suffer the least possible inconvenience from this. AgroVision will never be liable for any damages as a result of such decommissioning.
- 8.6. Maintenance may result in a modification, extension or limitation in functionalities of the Standard Software. Such adjustments will not entitle the Client to any compensation either.
- 8.7. AgroVision provides a helpdesk for Support. When using the helpdesk, the Client will bear in mind its responsibility to report complaints and Defects to AgroVision in as specific and if possible replicable a manner as possible. AgroVision endeavours to answer all questions in the best and most timely manner possible. Helpdesk contact information can be found on the AgroVision website.

9. Fees and payment

- 9.1. The Client must pay the agreed fees for the Software and/or Services to be provided. All amounts and rates quoted by AgroVision are in euros and exclude VAT and other government levies or charges.
- 9.2. If AgroVision performs additional work at the Client's request, that work qualifies for payment as additional work. AgroVision will perform that work at its then current hourly rates on the basis of subsequent calculation.
- 9.3. AgroVision reserves the right to change all of its rates and fees annually for each calendar year. In addition, AgroVision is at all times entitled to pass on demonstrable price increases from third parties and other suppliers of AgroVision and changes in salary costs to the Client.
- 9.4. If the Contract consists of several partial deliveries, AgroVision is entitled to invoice these parts separately.
- 9.5. Unless otherwise agreed in writing, the Client will pay the fees due, without deduction or set-off, within thirty (30) days after the invoice date. If payment by direct debit (SEPA or otherwise) has been agreed upon by the Client and AgroVision, AgroVision will collect or arrange for the collection of the agreed fees from the account number provided by the Client. Any complaints about the invoice, which must also be submitted within the aforementioned period, do not suspend the Client's payment obligation.
- 9.6. If the Client fails to make prompt payment or if a direct debit fails, the Client will be in default by operation of law (i.e. without any demand or notice of default being required). Without prejudice to AgroVision's statutory rights in this regard, both the judicial and extrajudicial collection costs incurred by AgroVision for the Client to fulfil its payment obligations will be borne by the Client. The extrajudicial costs are hereby set at 15% of the unpaid portion of the invoice amount, subject to a minimum of EUR 350,00. Failing prompt payment, AgroVision is also entitled to decommission the Software and/or Services, temporarily or otherwise.
- 9.7. Failing prompt payment of any invoice, all outstanding invoices, including those invoices for which the payment period has not yet expired, become immediately due and payable.
- 9.8. Payments made by the Client will always serve to settle firstly all interest and costs due and secondly due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
- 9.9. With respect to payments and settlements, unless conclusive evidence to the contrary is provided by the Client, AgroVision's records will be decisive at all times.
- 9.10. The Client will not be entitled to suspend any payment obligation towards AgroVision.

10. Duration, termination and consequences of termination

- 10.1. The (initial) term of the Agreement is defined in the Agreement. If the Agreement does not specify a term, it will have a term of one (1) year. Unless otherwise agreed, the term of the Agreement will be automatically extended by one (1) year each time after the initial term expires.
- 10.2. Unless otherwise agreed, either party may terminate the Agreement for convenience (*opzegging*) with effect from the end of the term (or extended term) of the Agreement, subject to a notice period of at least three (3) calendar months. Premature and interim termination of the Agreement for convenience (*opzegging*) by the Client is not possible.
- 10.3. Without prejudice to statutory rights, either party may dissolve the Agreement in whole or in part (*ontbinden*) due to an attributable breach of the Agreement, if, after a written notice of default giving a reasonable period to remedy the breach, the other party continues to fail to fulfil its obligations even after that reasonable period.
- 10.4. Either party may dissolve the Agreement in whole or in part (*ontbinden*) without notice of default and with immediate effect (a) if the other party is granted a suspension of payments, provisional or otherwise, (b) if the other party is declared bankrupt, (c) if the other party's business is liquidated or terminated other than for the purpose of reconstruction or amalgamation of companies, or (d) AgroVision is prevented from doing business with the Client under international and European sanction regulations. AgroVision is not liable for any restitution or compensation because of the dissolution referred to in this paragraph.
- 10.5. If, at the time of dissolution (*ontbinding*), the Client has already received from AgroVision properly provided or delivered Software and/or Services in implementation of the Agreement, the related amounts invoiced by AgroVision before the dissolution will remain fully due and become immediately payable at the time of dissolution.
- 10.6. From the time of termination of the Agreement, for whatever reason and on whatever grounds, the Client will - unless otherwise expressly agreed - immediately cease and discontinue the use of all Software that has been provided. In such case, AgroVision is also entitled to deny access to the Software and/or Services through technical measures.
- 10.7. On becoming aware of the termination of the Agreement and on a request by the Client to that effect, AgroVision will cooperate in the smooth transition to another supplier and/or Software. This will include making the Client's data available to the Client or a third party designated by the Client in a machine-readable format and any other work to be agreed in writing. In this context, Client's data is expressly understood to mean only the raw (primary) data as entered into the Software by or on behalf of the Client, as provided to AgroVision by or on behalf of the Client in the context of the Software and/or the performance of Services by AgroVision or received by AgroVision from third parties within the framework of the Software and/or the performance of Services and which AgroVision is entitled to provide to the Client. The costs associated with the work arising for AgroVision from such cooperation will be paid by the Client at AgroVision's then current hourly rates.
- 10.8. If the Client so desires, after the termination of the Agreement, it may ask AgroVision to extend the Agreement, unless otherwise agreed. Upon AgroVision's agreement to do so, AgroVision will cooperate in this. AgroVision is entitled to attach different conditions to this extended right of use than those that existed under the original Agreement, whether or not in a new agreement. For example, in such a case AgroVision may require the Client to extend the Agreement for a certain minimum period or may charge a different fee for the extended right of use.

11. Liability

- 11.1. AgroVision's total liability for damage suffered by the Client, as a result of any failure by AgroVision or any person for whom it is liable under the law to perform the Agreement or for any other reason whatsoever, will be limited to compensation of direct damage up to the amount paid by AgroVision's insurance, or else up to a maximum of the price agreed for that Agreement (excluding VAT), subject to a maximum of EUR 250,000. If the Agreement is for a term of more than twelve (12) months, the price agreed for the Agreement will be set at the amount (excluding VAT) invoiced by AgroVision to the Client under that Agreement over the last twelve (12) months preceding the occurrence of the damage and received by AgroVision, also subject to a maximum of EUR 250,000. Direct damage will mean only:
 - A. reasonable costs which the Client has to incur to have AgroVision's performance comply with the Agreement; however, such substitute damage will not be compensated if the Agreement is dissolved (*ontbonden*) by or at the request of the Client;
 - B. reasonable costs which the Client has demonstrably incurred for keeping its old system or systems and related facilities operational longer, out of necessity, due to AgroVision's failure to deliver on a delivery date which is a strict deadline whose non-observance constitutes default, and while the Client should not reasonably have had to take such delay into account, less any savings resulting from the delayed delivery; the foregoing will expressly not apply in the event of a delay resulting from a cause attributable to the Client;
 - C. reasonable costs incurred in determining the cause and extent of the damage, to the extent that the determination relates to direct damage within the meaning of these General Terms and Conditions;
 - D. reasonable expenses incurred to prevent or limit damage, to the extent that the Client proves that these expenses resulted in limiting direct damage within the meaning of these General Terms and Conditions.
- 11.2. Liability of AgroVision for indirect damages is excluded. In any case, indirect damage means: consequential damage, loss of profit, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of claims from the Client's customers, corruption or loss of data and all forms of damage other than those mentioned in Clause 11.1 for whatever reason.
- 11.3. The Client will indemnify AgroVision in respect of all claims by third parties in connection with a defect in a Service or Software, for example under product liability, except where and to the extent that the Client proves that the damage was directly caused by those Services

and/or Software. In such cases, AgroVision will be liable in accordance with the provisions of Clauses 11.1 and 11.2, except if the Client can rely upon any limitation and/or exclusion of liability against such third party or parties and, on that basis, AgroVision's liability against such third party or parties is limited or excluded in such a manner that is more favourable than the provisions of Clauses 11.1 and 11.2.

- 11.4. The limitations of liability in this clause do not apply in the event that the Client's damage was caused by intent, gross negligence or wilful misconduct on the part of AgroVision.
- 11.5. A condition for the creation of any right to compensation is always that AgroVision must be in default in accordance with Clause 3.3 and that the Client must report the damage to AgroVision as soon as possible, but no later than within twelve (12) months after its occurrence.
- 11.6. Any liability on the part of AgroVision expires after twenty-four (24) months have passed, to be calculated from the day of termination of the Agreement or part of the Agreement, unless the Client has instituted legal action against the Contracted Party within these periods.
- 11.7. To the extent that any persons engaged by AgroVision in connection with the performance of the Client's instructions wish to limit their liability in connection therewith, all instructions given to AgroVision will include the authority to accept such limitations of liability, including on behalf of such persons. AgroVision will never be liable for any unexpected breaches by these engaged persons.

12. Force majeure

- 12.1. To the extent that it does not already follow from applicable law, AgroVision will not be liable for any damage nor be obliged to fulfil any obligation if the damage or non-performance is due to force majeure. Force majeure in this light includes, but is not limited to: power outage, failure of the internet and/or other telecommunications connections, breakdowns in electricity supply and/or communications networks, computer viruses, a pandemic (such as Covid 19), a breach, whether or not culpable, by third parties engaged by AgroVision, as well as all other circumstances beyond AgroVision's control.
- 12.2. If the period of force majeure lasts longer than two (2) months or with certainty will last at least that long, either party is entitled to terminate the Agreement, without any obligation to pay damages to the other party. If a situation of force majeure exists, the party relying upon it will notify the other party in writing as soon as possible, submitting the necessary documentary evidence.

13. Intellectual property

- 13.1. All intellectual property rights to the Standard Software made available by AgroVision, to the Custom Software developed by AgroVision as well as to Services and Documentation provided by AgroVision and the data (including databases), analyses and benchmarks developed by AgroVision and (other) results thereof belong exclusively to AgroVision. All intellectual property rights to the Third-Party Software and related Documentation made available by AgroVision will belong exclusively to the relevant third party/parties. Unless otherwise provided for in the Agreement, the Client acquires a non-exclusive and non-assignable right of use solely for the duration of the Agreement, all subject to the condition of full and prompt compliance by the Client with its obligations under the Agreement, these General Terms and Conditions and any applicable Additional Terms of Use.
- 13.2. Unless otherwise agreed in the Agreement, the Client may only use the Software as well as the Services and Documentation provided by AgroVision and the data (including databases), analyses and benchmarks developed by AgroVision which is and other results thereof made available in and for the benefit of its own organisation for the purpose contemplated in the Agreement. Any other use, including making it available or sub-licensing it to third parties, modifying it in whole or in part as well as subjecting it to reverse-engineering or otherwise attempting to retrieve the source code and/or technical operation thereof for the purpose of misusing it, is prohibited without the prior consent of AgroVision - and in the case of Third-Party Software also of the relevant third party.
- 13.3. With respect to Third-Party Software, the Client appreciates that AgroVision has or has had no control or influence over it.

14. Confidentiality

- 14.1. The parties are required to keep confidential all confidential information of AgroVision, the Client and/or third parties obtained under the Agreement or from other sources. Information is considered confidential if it is communicated by one of the parties or stems from the nature of the information.
- 14.2. The parties will agree the same duty of confidentiality with their staff members and/or third parties working for them who may actually obtain access to confidential information, and will guarantee to each other compliance with this by their staff members and/or third parties and will indemnify the other party for damage it suffers as a result of an unexpected breach of this provision. AgroVision's liability in this respect is limited to the provisions of Clause 11.

15. Processing and use of (personal) data

- 15.1. Personal data will be processed by AgroVision in accordance with the Privacy Regulation:
 - A. to the extent that AgroVision processes personal data in the performance of the Agreement for which the Client is the data controller within the meaning of the Privacy Regulation, and AgroVision is considered a processor within the meaning of the Privacy Regulation, AgroVision is only authorized to process such personal data in accordance with a separately concluded data processing agreement, all subject to the following. The Client acknowledges that the Software and Services of AgroVision may also include: (1) the use by AgroVision of data entered or stored by the Client in the Software in aggregated and/or anonymized form for the purpose of analysis and benchmarks, whether or not as part of the Software and Services provided by AgroVision to the Client, as well as for research purposes or other business purposes of AgroVision; and (2) the collection of statistical and other information regarding the performance, operation, and use of the Software. In its capacity as a processor, AgroVision is allowed to perform the necessary

processing to anonymize the Client's data, so that the data referred to in this article cannot be traced back to the Client in any way and is therefore no longer considered personal data within the meaning of the Privacy Regulation. To the extent that the Client may derive any (ownership) rights from such data, the Client agrees to its use by AgroVision and grants to AgroVision a free, perpetual, and irrevocable license to use the data for the aforementioned purposes;

B. to the extent that AgroVision acts as a data controller within the meaning of the Privacy Regulation, for example, if Agrovision, with authorization from the Client, transfers personal data to a third party via the Software, AgroVision processes personal data in accordance with its privacy statement, which can be found on the AgroVision's website.

15.2. The Client warrants to AgroVision that the (personal) data provided to AgroVision in connection with the Software and Services in any way, made available, or obtained with its consent, are lawfully (obtained) and do not infringe on any third-party rights. The Client assures AgroVision that the content, use, and/or processing of (personal) data complies with applicable laws and regulations, is not unlawful, and does not infringe on any third-party rights. The Client indemnifies AgroVision and shall hold AgroVision fully harmless against any claim by (a) third party (parties), for any reason whatsoever, in connection with the processing of (personal) data.

16. Applicable law, competent court and other provisions

16.1. All Agreements and obligations arising therefrom or related thereto are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

16.2. All disputes arising out of or related to the Agreement and these General Terms and Conditions that cannot be resolved by mutual agreement will be determined by the competent Dutch court, unless the parties agree in writing to mediation or arbitration in the context of a specific dispute.

16.3. AgroVision is entitled to amend these General Terms and Conditions from time to time. The most current version of the applicable General Terms and Conditions can always be viewed on AgroVision's website.

16.4. Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement, these General Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, and shall not preclude or restrict any further exercise of that or any other right or remedy.

16.5. If any provision in these General Terms and Conditions is null and void or annulled, the remaining provisions will remain in full force and effect. AgroVision and the Client will in such a case enter into consultation with the aim of agreeing on new provisions, as far as possible with the same purport, to replace the void or annulled provisions.

16.6. Provisions of the Agreement and these General Terms and Conditions that by their nature are intended to continue after the expiry of the Agreement will remain in effect thereafter. These provisions include at least the provisions on (i) intellectual property, (ii) confidentiality, (iii) processing and use of personal and other data, (iv) liability and (v) applicable law and choice of forum.

16.7. The Dutch text of these General Terms and Conditions is always decisive for the interpretation of their content and scope.