



General Terms and Conditions of Sale and Delivery of Cropenta S.L. (V2025)

Article 1. Applicability of these conditions

1. These terms and conditions apply to every offer and every agreement between Cropenta S.L. (established in Benahavís, Malaga, Spain) and its customers or clients or others, hereinafter referred to as "buyer", to which Cropenta S.L. has declared these conditions applicable.
2. Any general terms and conditions used by the buyer are invalid and are explicitly excluded.

Article 2. Quotations/information

1. All quotations by or on behalf of Cropenta S.L., made in any manner whatsoever, are without obligation.
2. The prices stated in the quotation are exclusive of VAT, unless stated otherwise.

Article 3. Order

1. Orders by the buyer are preferably placed in by mail, possibly by writing.
2. In the event of a verbal order, delivery, receipt and the invoice drawn up for this purpose constitute sufficient proof of the existence of the agreement.
3. Orders may relate to organic substances/products and/or chemical/mineral substances or products as stated by Cropenta S.L. on its website, for instance.
4. When ordering, the buyer must specify the number and/or name of the silo or the site or delivery location where unloading is to take place and ensure that the intended silo or delivery location and/or delivery situation are clearly marked. The buyer guarantees that he has sufficient storage capacity available for the quantity ordered.

Article 4. Prices

1. If Cropenta S.L. agrees on a specific price with the buyer, Cropenta S.L. is nevertheless entitled to charge the daily price applicable at the time of delivery.
2. If the price increase is more than 10%, the buyer has the right to dissolve the agreement in writing, no later than the second working day after notification of the price increase by Cropenta S.L.
3. Invoicing is based on the actual weight loaded by Cropenta S.L.
4. If the difference is greater, this will be settled up to and including the relevant percentage against the agreed price, while the excess will be settled against the price applicable at the time of delivery.

Article 5. Delivery

1. Unless agreed otherwise, delivery by Cropenta S.L. will be made carriage paid to the buyer.
2. The buyer is obliged to take delivery of the purchased goods the moment they are delivered at the buyer's address, or the moment they are made available to the buyer in accordance with the agreement.

The purchased goods are deemed to have been delivered and accepted by the buyer as soon as the purchased goods are made available to the buyer in the manner customary in the industry.

3. From the moment of delivery, the purchased goods are at risk of the buyer.
4. The Buyer will ensure and guarantee to Cropenta S.L. that silos and other storage facilities where Cropenta S.L. must unload the purchased goods are freely accessible and without risk and that there is sufficient storage capacity available for the purchased goods.
5. Cropenta S.L. will not take back any purchased goods unless Cropenta S.L. explicitly authorises the buyer to return the purchased goods or part thereof. In such cases, transport will always be at the buyer's risk and any loading, transport, storage and other costs arising from this will be borne by the buyer.
6. The buyer grants Cropenta S.L. the right to deliver a divisible order in two or more parts at any time and to invoice those parts immediately.
7. Transport takes place under AVC/CMR conditions.
8. The agreed delivery time is not a final deadline.
9. The buyer is responsible for proper storage and use of all orders in accordance with applicable laws and regulations.

Article 6. Conformity and Complaints

1. The purchased goods may contain organic components/materials, by-products and/or residues from other industrial processes. The nature and composition of the purchased goods vary and may contain components foreign to the product. Cropenta S.L. can never guarantee the exact composition of NPK and/or trace elements. The presence of pesticide or its residues cannot be ruled out.
2. All information stated on the website and/or offers and/or brochures, etc. is indicative.
3. If the products supplied come from a third party, Cropenta S.L. will resell these products to its customers under the same terms and conditions to the greatest possible extent.
4. The buyer is obliged to immediately examine - but no later than two working days after delivery - whether the agreement has been fulfilled correctly. The buyer must notify Cropenta S.L. of any deviations in terms of quantity, weight, type, composition or other qualities in writing immediately and confirm this.
5. Whether the goods correspond to what was agreed upon will be assessed based on the condition of the goods at the time of delivery.
6. Goods about which a complaint has been lodged by the buyer will be kept unused, unmixed and unprocessed in a suitable place at the disposal of Cropenta S.L., who will also be given prompt access to the place(s) where the goods are stored.

7. If the provisions set out under 4 have not been complied with, the buyer is deemed to have accepted the delivered goods as correct in all respects.
8. Any sampling will be carried out by a sampler or another authorised expert selected by Cropenta S.L.
9. The examination of samples will be entrusted to an independent laboratory.
10. The costs associated with sampling and examination thereof will be borne by the person who orders the sampling.
11. The buyer indemnifies Cropenta S.L. against all third-party claims for compensation arising from the products and/or services supplied by Cropenta S.L.

Article 7. Retention of title

The goods delivered by Cropenta S.L. remain the property of Cropenta S.L. until the buyer has fulfilled all obligations arising from all agreements concluded with Cropenta S.L. In the event of incomplete and/or late payment, or in the event of seizure, suspension of payments or bankruptcy, Cropenta S.L. is entitled to reclaim the delivered products with immediate effect. The buyer must immediately return the delivered products or allow Cropenta S.L. to collect the products.

Article 8. Liability

1. The total liability of Cropenta S.L. on any grounds is limited to once the invoice value of the damaging event, with a total maximum of €10,000 per event and a total maximum of €30,000, unless Cropenta S.L.'s insurance company pays out compensation. In that case, Cropenta S.L.'s liability is limited to the amount paid out by the insurer.
2. If the insurer is not going to pay out whatever the case, or if the loss is not covered by the insurance, the liability of Cropenta S.L. is limited in accordance with the provisions of paragraph 1 of this article.
3. Cropenta S.L. is not liable for any lost profit, losses, lost savings and/or other consequential damage suffered by the buyer. Nor is it liable for damage caused by subordinates or auxiliary persons.
4. Cropenta S.L.'s liability is not limited in the event of intent or deliberate recklessness on the part of Cropenta S.L.'s management.

Article 9. Termination of the agreement.

1. Any claims of Cropenta S.L. against the buyer become immediately due and payable in the following cases:
 - if after concluding the agreement, Cropenta S.L. learns of circumstances that give Cropenta S.L. a good reason to believe that the buyer will not fulfil its obligations;
 - if the buyer is declared bankrupt or an application for bankruptcy has been filed;
 - if the buyer has applied for a suspension of payments;
 - if the buyer's company is liquidated or if the buyer ceases its business;
 - if the buyer's assets are seized.
2. In the cases referred to in paragraph 1, Cropenta S.L. is authorised to suspend the further execution of the agreement,

or to dissolve the agreement, all this without prejudice to Cropenta S.L.'s right to claim compensation.

3. If circumstances occur with regard to persons and/or equipment that Cropenta S.L. uses or tends to use for the execution of the agreement, which circumstances are of such a nature that the execution of the agreement becomes impossible or inconvenient and/or disproportionately expensive to such extent that fulfilment of the agreement can no longer reasonably be required, Cropenta S.L. will be authorised to dissolve the agreement.

Article 10. Force majeure

1. Force majeure is taken to mean circumstances impeding compliance with the contract and which cannot be attributed to Cropenta S.L. This will also include (if and to the extent that these circumstances make compliance impossible or unreasonably difficult):
 - strikes and unforeseeable delays at suppliers or other third parties on which Cropenta S.L. depends, and general transport problems;
 - a general lack of required raw materials and other goods or services required to deliver the agreed performance;
 - a pandemic (such as COVID-19);
 - government-imposed restrictions or bans.
2. Cropenta S.L. is also entitled to claim force majeure if the circumstance that prevents the (continued) compliance arises after Cropenta S.L. should have fulfilled its obligation.
3. During force majeure, Cropenta S.L.'s obligations to deliver and otherwise will be suspended. If the period during which Cropenta S.L. is unable to fulfil its obligations due to force majeure continues for more than three months, both parties will be authorised to dissolve the agreement without any obligation to pay compensation.
4. If Cropenta S.L. has already fulfilled some of its obligations when the situation of force majeure commenced, or only be able to fulfil its obligations partially, it will be entitled to separately invoice the parts delivered and/or deliverable and the buyer will be obliged to pay this invoice as if it concerned a separate contract.

Article 11. Payment

1. Payment must be made, without discount or set-off, within the payment term stated on the invoice, by transferring the amount due to the bank account stated on the invoice in the name of Cropenta S.L.
2. The buyer will be held in default upon expiry of the payment term. The buyer owes interest of 1% per month on the amount due and payable from that moment on.
3. Cropenta S.L. may apply a 1% late payment surcharge to the invoice, which surcharge may be deducted if payment is made within the payment term stated on the invoice.
4. Payments made by the buyer will at all times first be applied to settle all payable interest and costs and subsequently to invoices due and payable which have been outstanding for the longest period of time, even if the buyer states that the payment relates to a later invoice.
5. No discharging payments in respect of goods supplied by Cropenta S.L. can ever be made to a representative of Cropenta S.L.

6. If the buyer defaults on or fails to fulfil one or more of its obligations, all extrajudicial costs reasonably incurred to collect payment will be payable by the buyer. In any case, the buyer must pay:
 - on the first €3,000: 15%
 - in excess of the above, up to €6,000: 10%
 - in excess of the above, up to €15,000: 8%
 - in excess of the above, up to €60,000: 5%
 - in excess of the above: 3%
7. If Cropenta S.L. proves that it incurred higher costs, which were reasonably necessary, these costs will also be eligible for reimbursement.

Article 12. Applicable law and disputes

1. Dutch law applies exclusively to any agreement and any (other) legal relationship between Cropenta S.L. and the buyer.
2. Contrary to the legal rules governing the competence of the civil court, every dispute between the buyer and Cropenta S.L. will be exclusively decided by the court of the Central Netherlands. However, Cropenta S.L. remains entitled to summon the buyer to appear in the court which has jurisdiction according to the law or the applicable international treaty.
3. The buyer agrees to the exclusive choice of Dutch law and the exclusive jurisdiction of the Dutch court.

Article 13. Changes to the terms and conditions

Cropenta S.L. is authorised to make changes to these terms and conditions. These changes come into effect on the announced effective date.