ONE-DNA™
GENERAL TERMS & CONDITIONS

Article 1 General provisions

1.1 These general terms and conditions apply to all offers made by Limegreen Holding B.V., hereinafter referred to as: Limegreen, and all (sales) agreements concluded between Limegreen and its other party, except if and insofar as Limegreen has deviated from these terms and conditions (in writing).

1.2. The "other party" means the contracting party of Limegreen.

1.3 The present general terms and conditions also apply to third parties engaged by Limegreen for the implementation of the (purchase) agreement concluded with the other party.

1.4 The general terms and conditions of the other party are expressly rejected and do not apply to the offers made to Limegreen and the agreements concluded with Limegreen.

1.5 Should there be any uncertainty concerning the interpretation of one or more provisions of these general terms and conditions, the interpretation by both parties thereof shall occur "within the spirit" of the (most) applicable article in these general terms and conditions.

1.6 Should one or more provisions of these general terms and conditions not apply, be considered null and void or be annulled, then the other provisions will remain fully in force and the not applicable, void or annulled provision will be converted into a provision which would have been stipulated by Limegreen, if the original provision would have been abandoned due to its non-applicability, voidability or annullability. If and to the extent that is necessary, the other party hereby agrees hereto in advance.

1.7 If and to the extent a provision of these general terms and conditions is in conflict with a provision of the individual agreement, the provision of the individual agreement shall prevail.

Article 2 Offers and conclusion of agreement

2.1 All offers by Limegreen apply for a period of 30 days, counting from the offer date, unless explicitly stated otherwise in writing.

2.2 Offers including dimensions, colours, measurements, quantities, proposals, appendices, (project) descriptions, drawings, sketches and designs are only indicative and intended for clarification purposes and do not bind Limegreen.

2.3 An agreement with Limegreen is concluded after the other party has (in writing) accepted the offer by Limegreen, or if Limegreen has implemented the offer. Furthermore, the implementation of the offer by Limegreen provides binding evidence for the acceptance of that offer by the other party, unless the other party can deliver proof of the contrary.

2.4 By accepting the offer, the contents thereof shall be deemed to be accurate and complete.

2.5 Limegreen is not bound to its offer or an agreement already concluded if the other party can reasonably understand that the offer, or a part thereof, contains an apparent error and/or obvious slip of the pen.

2.6 Amendments to the agreement by the other party only bind Limegreen if and to the extent Limegreen shall have accepted these amendment(s) in writing or if and to the extent Limegreen shall have actually implemented such amendments. Limegreen shall otherwise not be binded to (proposed) amendments to the agreement.

2.7 Limegreen is entitled to fulfil its obligations to the other party – in part or in whole – in accordance with the agreement made through an auxiliary person and/or third party of its choice.

Article 3 Prices and rates

3.1 All prices and rates stated by Limegreen (in the offer/agreement) are in euros and are exclusive of (turnover)tax (VAT) and any other government-imposed levies and/or duties, unless explicitly stated otherwise in writing.

3.2 The prices and rates mentioned in the offer/agreement by Limegreen are based on the cost price factors which apply at the conclusion of the agreement.

3.3 Limegreen is entitled to increase the agreed price within the limits of what is fair and equitable in the event of, inter alia, changes of cost-determining factors, taxes and other government levies and/or duties. Limegreen is also entitled to increase the price if (on request of the other party) the content of the agreement entered into is changed.

Article 4 Payments

4.1 Payment by the other party shall be made within the payment term stated on the invoice or, in the absence thereof, within fourteen (14) days from the invoice date.

4.2 Limegreen is at all times entitled, at its discretion, to demand payment from the other party prior to delivery.

4.3 Payments made by the other party, however named, shall first be applied to reduce the costs, then to reduce the (contractual) interest due and finally to reduce the principal amount of the (oldest) unpaid invoices.

4.4 The other party is obliged to pay the invoices of Limegreen at the latest on the due dates, without relying on rights of suspension and/or any right to set-off against a counterclaim against Limegreen.

4.5 If the other party has not paid within the agreed period, he will be in default by operation of law and Limegreen will be entitled, without any notice of default being required, to charge a contractual interest as from the due date of the unpaid invoice, equal to the statutory (commercial) interest (annual basis) applicable at that time, increased by 2%.

4.6 All extrajudicial collection costs necessarily incurred by Limegreen shall be borne by the other party. The collection expenses for the other party amount to

a. 15% of the amount of the principal sum over the first € 2,500 of the claim (with a minimum of € 40);
b. 10% of the amount of the principal sum over the next € 2,500.00 of the claim;
c. 5% of the amount of the principal sum over the next € 5,000.00 of the claim;
d. 1% of the amount of the principal sum over the next € 190,000.00 of the claim;
e. 0.5% of the amount of the principal sum.

4.7 In case of liquidation, bankruptcy or suspension of payment of the other party, the obligations of the other party shall be immediately due and payable in full.

Article 5 Deliveries and delivery time

5.1 Agreed delivery times are in all cases only indicative and are never to be considered as deadlines, unless expressly agreed otherwise in writing or digitally. In the event of late delivery, the other party must first give Limegreen notice of default in writing and grant it a new, reasonable period in which to comply. Limegreen will not be in default until this time.

5.2 The other party shall ensure that all data which Limegreen indicates are necessary for the proper execution of the agreement are provided to Limegreen in good time. The other party is responsible for the correctness and completeness of the information to be provided by him to Limegreen.

5.3 If information as referred to in the previous paragraph is not provided or not provided in time, Limegreen shall be entitled to suspend the execution of the agreement and/or to charge the extra costs arising from the delay.

5.4 Unless expressly agreed otherwise in writing, delivery shall take place in accordance with the most recent version of the Incoterms® (currently Incoterms® 2020) as published by the International Chamber of Commerce (ICC). The applicable Incoterm and place of delivery shall be specified in the relevant agreement, quotation, order confirmation or invoice. The other party shall be obliged to take delivery of the goods at the moment they are made available to it in accordance with the agreed delivery conditions. The risk of loss, damage or depreciation of the goods shall pass to the other party in accordance with the applicable Incoterm.

5.5 Limegreen exclusively supplies products and/or goods and does not perform any installation activities. Installation, placement and processing of the delivered goods shall be carried out entirely at the expense and risk of the other party or by third parties engaged by it. Limegreen shall not be responsible for, nor accept any liability in respect of, defects, damage or reduced performance arising from or related to installation, substructure, drainage, infill or other system components that do not form part of the goods supplied by Limegreen. The limitations of liability set out in Article 9 shall apply in full in this respect.

5.6 If the delivery is fully or partially prevented by force majeure, Limegreen is entitled to suspend the delivery.

5.7 Force majeure is understood to mean every circumstance independent of the will of Limegreen - even if this could already be anticipated at the time the agreement was concluded - which permanently or temporarily prevents the agreement from being performed, as well as, in so far as not already included, war, threat of war, civil war, pandemics, riots, strikes, export bans, transport difficulties, fire and/or serious ICT or other failures in the company of Limegreen or its suppliers.

Article 6 Retention of ownership

6.1 Limegreen retains the ownership of all goods delivered by it to the other party, until the full purchase price for these goods as well as any - on any other grounds - still outstanding financial obligations have been paid in full. The reserved ownership also applies with respect to claims which Limegreen may have against the other party due to previous deliveries or which may be obtained due to shortcomings of the other party in one or more of its obligations towards Limegreen.

6.2 If the other party has failed to fulfil his payment obligations towards Limegreen, Limegreen is entitled to take back the goods delivered under retention of ownership.

Article 7 Complaints by the other party

7.1 Complaints with regard to defects to goods that are visible (on the outside) must be made in writing or digitally within five working days of delivery and receipt of the goods. If this term is exceeded, all rights and claims of the other party in respect of these defects shall lapse. The other party must describe the complaint as accurately and in detail as possible.

7.2 Complaints with regard to defects to goods that are not externally observable, and which could not be discovered during a careful and timely inspection, must be made in writing or digitally within five working days after discovery thereof. If this term is exceeded, all rights and claims of the counterparty in respect of these defects shall lapse. The other party is obliged to describe the complaint as accurately and in detail as possible.

7.3 Every right of claim of the other party in respect of Limegreen, relating to defects in the goods delivered by it, lapses if:

- no complaint has been submitted within the period stated in paragraphs 1 and 2;
- the other party does not cooperate or cooperates insufficiently with an investigation by or on behalf of Limegreen into the justification of the complaints;
- the other party has not stored, used or maintained the delivered goods in the correct manner;
- the defect is the result of wear and tear, ageing or intensive use;
- the counterparty has had repairs carried out by third parties;
- the guarantee period mentioned in the individual agreement has expired or, if there is no such period, the complaints

7.4 In the event of a justified complaint, Limegreen will - at its discretion - (i) repair the defects (free of charge), (ii) deliver replacement goods or (iii) credit part of the purchase price.

Article 8 Warranty

8.1 If and to the extent that Limegreen provides a warranty in respect of delivered goods and/or performed services, exclusively the terms and conditions set out in the separate warranty document shall apply.

8.2 A warranty shall only be granted if and to the extent that it is expressly provided in writing in the warranty document.

8.3 Except for the warranty expressly set out in the warranty document, Limegreen provides no other warranty, representation or indemnity, whether express or implied, including but not limited to any warranties regarding fitness for a particular purpose, merchantability or conformity.

Article 9 Liability

9.1 Limegreen is only liable for direct damage which can be attributed to it, with due observance of the limitation of liability in this article. Any liability of Limegreen for trading loss or other (indirect) damage - in whatever form - is expressly excluded.

9.2 Without prejudice to the provisions in the first paragraph of this article, Limegreen is in no way liable for damage which is the result of Limegreen having relied on incorrect and/or incomplete data provided by the client, unless this incorrectness or incompleteness should have been known to Limegreen.

9.3 In all cases, Limegreen's obligation to pay compensation, on whatever basis, is limited to that loss against which Limegreen is insured under an insurance policy taken out by or on behalf of Limegreen. The scope of this obligation is however never greater than the amount that in the relevant case falls under this insurance.

9.4 If Limegreen, for whatever reason, does not appeal to paragraph 3 of this article, the obligation to compensate damage is in all cases limited to a maximum of 50% of the total invoice amount for the agreement concerned.

9.5 The exclusions and limitations of liability as stated in this article also apply to employees of Limegreen or other auxiliary persons/third parties called in and/or hired by Limegreen.

Article 10 Intellectual property

10.1 All intellectual property rights in respect of products as well as designs, software, documentation and all other materials which are developed and/or used in preparation or execution of the agreement between Limegreen and the other party, or which arise from this, lie exclusively with Limegreen. The sale and use of products does not serve to transfer the intellectual property rights.

10.2 The other party is not allowed to remove the brand indications and brand names and/or information applied to the products and/or the packaging, or to damage or change this information.

10.3 Limegreen does not guarantee that the products do not infringe any intellectual property rights of third parties and does not indemnify the other party against any infringement of intellectual property rights of third parties.

Article 11 Dissolution and suspension

11.1 Limegreen is authorised to suspend the obligations ensuing from the agreement or to dissolve the agreement - without further notice of default - if:

- the other party does not fulfil one or more obligations from the agreement or from these general terms and conditions, or does not do so on time or properly;
- there is a well-founded fear that the other party will not fulfil its obligations arising from the agreement;
- when entering into the agreement, Limegreen has asked the other party to provide security for the obligations resting on it from the agreement and the other party has failed to do so;
- the other party has filed for bankruptcy and/or has been declared bankrupt, has applied for a suspension of payments, has (temporarily) suspended his business activities, is in liquidation or is being dissolved.

11.2 If the agreement with the other party is dissolved, the claims of Limegreen on the other party shall be immediately due and payable.

Article 12 Unilateral Amendment Clause

12.1 Limegreen shall at all times be entitled to unilaterally amend and/or supplement these general terms and conditions. The amended terms and conditions shall apply to all existing and future legal relationships with the other party.

12.2 Amendments shall enter into force at the time announced by Limegreen. If no effective date has been communicated, the amendments shall enter into force at the time they are communicated to the other party.

12.3 The other party hereby irrevocably and unconditionally agrees in advance to the applicability of any amended general terms and conditions and shall be bound thereby as from the moment such amendments enter into force, without any further consent being required.

Article 13 Miscellaneous

In the context of corporate social responsibility, Limegreen lays down conditions for its other party. These conditions have been laid down in a CSR document which forms an inextricable and integral part of these terms and conditions.

Article 14 Applicable law

14.1 Dutch law applies to all agreements concluded with Limegreen. Application of the Vienna Sales Convention is expressly excluded.

14.2 All disputes with the other party will, with the exclusion of all other arbitrating, advisory and/or judicial bodies, be settled by the competent civil court in the place of business of Limegreen (District Court Gelderland, location Zutphen).