

## **GENERAL TERMS AND CONTIONS – CERES MEDIA**

### **ARTICLE 1. APPLICABILITY**

1.1 These general terms and conditions for delivery ('Terms and Conditions') have been drawn up by Ceres Media, registered at 20 Overzicht, 6862 CS Oosterbeek, the Netherlands and registered with the Chamber of Commerce in Arnhem under number 73710385, VAT number: NL001189059B67 ('Ceres Media')

1.2 These Terms and Conditions apply to any agreement ('Agreement') concluded between Ceres Media and a legal person ('Customer') for the online World-Agritech.com news portal, published by Ceres Media or for online access ('Product'). These Terms and Conditions also apply to all offers and quotations issued by Ceres Media to the Customer and to orders placed by the Customer with Ceres Media (an 'Order').

1.3 By concluding an Agreement for an Order, the Customer agrees to these Terms and Conditions. The provisions of these Terms and Conditions can only be deviated from in writing, with the exception of the provisions in Article 1.4.

1.4 Ceres Media has the right to change these Terms and Conditions and offers for example on the basis of annual inflation correction/indexation. The amended Terms and Conditions will be published on the website of Ceres Media and will take effect 30 days after publication.

### **ARTICLE 2. LIABILITY AND FORCE MAJEURE**

2.1 Ceres Media is only liable for damage suffered by the Customer if this damage is attributable to Ceres Media or if according to a statutory provision Ceres Media is to be held liable for the damage. Ceres Media is not liable for damage resulting from use by the Customer of any Product delivered by Ceres Media, unless Ceres Media is liable in accordance with the provisions regarding product liability as referred to in Section 6: 185 et seq. of the Dutch Civil Code or if the damage is due to intent or gross negligence on the part of Ceres Media.

2.2 Ceres Media is not liable for damage that arose later than six (6) months after delivery of the Product or for damage that has not been reported to Ceres Media in writing within 14 days after the damage occurred. If the damage occurs after these deadlines, then at the request of the Customer Ceres Media will investigate what recourse the Customer might have against the supplier of the Product.

2.3 If it is established in law that Ceres Media is liable for the damage caused, then this is limited to the actual loss suffered by the Customer and the direct damage paid out under the insurance of Ceres Media. If no payment is made by the insurer, the liability of Ceres Media is limited to a maximum of four times the invoice amount that has been charged to the Customer in connection with the relevant delivery or Order provided this has been paid in time, with a maximum liability of € 3,000 (three thousand Euro). Ceres Media is not liable for any damage as a result of failure to meet an agreed delivery term or for indirect, consequential, loss and/or damage of data, loss of profits, loss of turnover, missed savings, loss of goodwill, damage caused by business stagnation and damage as a result of claims from third parties.

2.4 All (editorial) information, on World-Agritech.com has been compiled with the utmost care and to the best of Ceres Media's knowledge, however neither Ceres Media nor the authors can in anyway

guarantee the correctness or completeness of this information. Ceres Media and the authors therefore accept no liability whatsoever for damage, of whatever nature, which is the result of actions and or decisions based on the intended information.

2.5 Ceres Media is not liable for any damage if this is caused by a shortcoming in its performance that is the result of force majeure. Force majeure is present if the shortcoming is the result of circumstances beyond the control of Ceres Media which include, but are not limited to, war or similar situations, revolt, strike, occupation, illness of Ceres Media personnel, shortcomings on the part of suppliers and/or transporters engaged by Ceres Media, measures taken by the government, production bans, bad weather, fire and explosion.

2.6 The Terms and Conditions and the Agreement entered into by the Customer with Ceres Media are all subject to any printing and typing errors.

### **ARTICLE 3. INTELLECTUAL PROPERTY RIGHTS**

The intellectual property rights, including copyrights, trademark rights and neighbouring rights, published by World-Agritech.com belong to Ceres Media. Nothing from those publications may be reproduced by or with the cooperation of the Customer, stored in an automated database and/or made public in any way whatsoever, without the prior written consent of Ceres Media.

### **ARTICLE 4. CONCLUSION AND EXECUTION OF AGREEMENTS**

4.1 All offers made by Ceres Media are without obligation and are made on the basis of availability.

4.2 The acceptance of an (online) Order by Ceres Media is either made in writing (which is also understood in these Terms and Conditions to mean electronically) or by Ceres Media commencing execution of an Order. Orders placed by the Customer with Ceres Media are irrevocable in the sense that an Agreement is concluded by the mere acceptance by Ceres Media of this Order.

4.3 An Order can be placed at any time by telephone, electronically or in writing. Ceres Media is entitled to refuse an Order without giving reasons. Even after acceptance of an Order, Ceres Media is entitled to cancel it without stating reasons. In such a case, Ceres Media is not obliged to pay more than the refund of any amounts prepaid by Customer.

4.4 Any changes to an Order must be communicated to Ceres Media quickly and in writing and will only be valid if they are explicitly accepted by Ceres Media.

4.5 Ceres Media has the right, if this is necessary or desirable, to have Orders executed in whole or in part by third parties.

4.6 The delivery times used by Ceres Media are indicative and do not count as deadlines. In the event of late delivery, Ceres Media must be given notice of the late delivery in writing before it can be held to be in default.

### **ARTICLE 5. QUESTIONS, COMPLAINTS AND ADDRESS CHANGE**

5.1 Questions regarding invoices relating to an Order or an Agreement, must be addressed to Ceres Media within eight days of receipt of the invoice. This department can be reached by telephone on +31 85 0041 765 or by email at [info@ceresmedia.nl](mailto:info@ceresmedia.nl).

5.2 Complaints of whatever nature must be made as soon as possible but in any case, no later than 8 days after the occurrence giving rise to the complaint, or the receipt of the invoice, by contacting Ceres Media as set out in Article 5.1. In the absence of such notification, any claim of the Customer in respect of defects in Services and/or Products shall lapse. Ceres Media will address all complaints, responding in writing after two weeks.

5.3 In the event of changes to the name and/or address details, the Customer must notify Ceres Media in writing, clearly stating both the old and the new details, at least 14 days before the effective date of the change.

## **ARTICLE 6. PRICES AND PAYMENT TERMS**

6.1 The prices used by Ceres Media are exclusive sales tax and other government levies and exclusive administration, installation, transport and shipping costs, unless stated otherwise.

6.2 If a Customer places an Order via Ceres Media's website, payment must be made at the time the Order is placed in the manner stated on the website. For all other Orders, an invoice requesting payment will be sent.

6.3 Payment of an invoice must be made within fourteen (14) days of the date of the invoice, unless otherwise agreed in writing.

6.4 Periods for payment are to be regarded as deadlines. In the event of overdue payment, the Customer is automatically in default, without warning or notice of default, and is obliged to pay interest of 1% per month or part thereof on the outstanding amount. If the Customer fails to pay in full or on time even after a reminder, in addition to the interest referred to above, the Customer will also owe Ceres Media extrajudicial costs, i.e. 15% with a minimum of EUR 150, excluding VAT, to be calculated on the principal amount plus interest.

6.5 The Customer is not authorized to suspend or set off payments due to (alleged) failure(s) on the part of Ceres Media.

6.6 Ceres Media may change prices. Unless otherwise agreed, a price change will take effect immediately.

## **ARTICLE 7. TRANSFER**

Ceres Media may transfer its rights and obligations under these Terms and Conditions or the Agreement concluded with the Customer to a third party. Ceres Media will inform the Customer of such a transfer as soon as possible.

## **ARTICLE 8. PRIVACY**

8.1 Ceres Media respects the privacy of its Customers. Personal data from Customers is therefore handled and secured by Ceres Media with the utmost care. The collection and processing of Customer's personal data is subject to Ceres Media's privacy statement and cookie statement.

8.2 The Customer may view his/her personal data at any time and request that the data be amended, supplemented or deleted by sending an email to [info@ceresmedia.nl](mailto:info@ceresmedia.nl) or by sending a letter to Ceres Media, 20 Overzicht, 6862 CS, The Netherlands.

## **ARTICLE 9. APPLICABLE LAW AND COMPETENT COURT**

9.1 These Terms and Conditions and the Agreement concluded between the Customer and Ceres Media are exclusively subject to Dutch law.

9.2 All disputes between Ceres Media and the Customer will be brought exclusively before the competent court in Arnhem.

## **GENERAL TERMS & CONDITIONS – WEBSITE – WORLD-AGRITECH.COM**

### **Applicability**

These terms and conditions of use ("Terms of Use") apply to your visit to and use of website World-Agritech.com as well as to the information, recommendations and / or services ("the Information") made available on this website or to you via the website. By visiting this websites of Ceres Media you are agreeing to these Terms of Use.

### **Liability**

Ceres Media pays a lot of care and attention to the content and composition of its website World-Agritech.com. Nevertheless, Ceres Media cannot guarantee that all information on this website is complete and/or correct and is in no way liable for any direct or indirect damage, of whatever nature, arising from or in any way related to the use and/or the (temporary) unavailability of this websites. Ceres Media is also not liable for the content that is placed by users or third parties, including advertisers, on the website or otherwise comes from third parties.

Ceres Media cannot guarantee that the information on World-Agritech.com is suitable for the purpose for which you are consulting it. All information is offered in the state in which it actually is and without any guarantee with regard to claims about its soundness, suitability for a specific purpose or otherwise. You are aware that the website may contain factually incorrect, abusive, indecent or unsavory content, and expressly accept that Ceres Media is not liable in this respect.

The information on this site is continuously updated and/or amended. Changes can be made at any time with immediate effect and without any notification.

### **Links to other websites**

Website World-Agritech.com of Ceres Media can contain links to other websites. Ceres Media is not liable for the content of those sites and/or the way in which those sites handle the (personal) data of the user. Please read the privacy policy, the disclaimer, the copyright notice and general terms and conditions, if any, of the websites which are linked to World-Agritech.com of Ceres Media.

### **Intellectual property rights**

The copyrights and all other (intellectual property) rights relating to the trade name World-Agritech.com of Ceres Media, the associated logo, the content produced by Ceres Media (including text and images), the look & feel and the format of the website is exclusively owned by Ceres Media. Ceres Media expressly reserves these rights.

This website and parts thereof may not be modified, forwarded, distributed, reproduced or published, except for personal use or with the permission of Ceres Media.

Ceres Media may remove information from website World-Agritech.com or make it (temporarily) inaccessible if there is a possible violation of the rights of third parties. Ceres Media also has the right to adapt in any manner it sees fit, or if need be to remove, any text, image and/or sound material that has been sent to this website.

### **Use of the website**

When using website World-Agritech.com of Ceres Media you must:

- act in accordance with all applicable legal provisions;
- comply with all applicable codes of conduct; and
- comply with any instructions that may be provided by us.

You must refrain from the following actions:

- use in a manner that is harmful to us or our affiliates, our customers, to other users of our internet service and website, or to third parties;
- altering, damaging, disabling, overloading, obstructing or preventing the use of website World-Agritech.com of Ceres Media;
- threatening, insulting, discriminating against or hindering others;
- the supply of material or messages that are intentionally inaccurate, threatening, abusive, discriminatory, intimidating, unlawful, slanderous, vulgar, obscene, libelous, misleading or fraudulent, or that may be interpreted in such a way, or that contain explicit or graphic descriptions of sexual acts, or that infringe the privacy of others; and
- spreading viruses or documents containing other harmful components.

### **Information and material provided by you**

If you provide information or other material to us, you agree to us using it. You guarantee that the information or material does not infringe the (intellectual property) rights of third parties or is otherwise unlawful.

Users can themselves place information on certain parts of the website. It is impossible for us to check this information beforehand and therefore we are not responsible or liable for it. We reserve the right to shorten, amend or delete this information at any time.

We respect the (intellectual) property rights of third parties, and ask the same from the users of the website World-Agritech.com of Ceres Media. If you believe that your rights are being violated, please provide us with the following information:

- your address, telephone number and email address;
  - a description of the copyrighted work or any other right that you claim has been infringed;
  - a description of the location where the allegedly infringing material was found;
  - a statement by you that you believe, in good faith belief, that no permission has been given for the disputed use;
  - a statement by you that the information you provide is correct and that you are authorised to act;
  - your signature and a copy of your ID.
- You can send the information to: Ceres Media, 20 Overzicht, 6862CS Oosterbeek, the Netherlands or by email: [info@ceresmedia.nl](mailto:info@ceresmedia.nl)

### **Personal data**

If, on website World-Agritech.com of Ceres Media, you provide us with personal data such as your name and email address, our Privacy Statement applies. This can be found at: [www.????/privacy](http://www.????/privacy). We encourage you to read this privacy statement carefully before providing us with this information.

### **Invalidity**

If these Terms of Use are or become partially invalid, the parties remain bound to the remaining part. The parties will replace the invalid part with provisions that are valid and of which the legal consequences, in view of the content and the scope of these Terms of Use, are as similar as possible to those of the invalid part.

### **Contact**

If you have a question or complaint about this website, please contact us via telephone number +31 850041765 or via email: [info@ceresmedia.nl](mailto:info@ceresmedia.nl)

**Miscellaneous**

We reserve the right to amend and correct this website and/or the Terms of Use at any time and without notice.

**Applicable law and competent court**

These Terms of Use are exclusively subject to Dutch law. All disputes arising in connection with these Terms of Use, including disputes about the creations, existence and validity thereof, will be settled by the competent court in Arnhem. These General Terms of Use were last modified on: 1 October 2021.

© Ceres Media