

GENERAL CONDITIONS Emerald Eternal Green B.V.

The Dutch version of these general conditions prevails at all times in case of disputes with regard to the interpretation and purpose of these general conditions.

0. Definitions

Emerald Eternal Green:	the private company with limited liability Emerald Eternal Green B.V., having its address in (5657 ES) Eindhoven, at Jan Hilgersweg no. 14; registered in the Trade Registry of the Dutch Chamber of Commerce with the number: 17089198.
Other Party:	the party – a legal entity or natural person – who concludes an Agreement with Emerald Eternal Green, to whom Emerald Eternal Green has submitted a quotation or who has any other legal relationship with Emerald Eternal Green.
Agreement:	any verbal or written agreement concluded between Emerald Eternal Green and the Other Party, any change or supplement thereto, and all (legal) acts in preparation and execution of that agreement.
Parties:	Emerald Eternal Green and the Other Party together.

1. Applicability of these terms and conditions

1.1 These general terms and conditions (hereinafter: “general conditions”) apply to all offers, tenders and quotations of Emerald Eternal Green, and to all Agreements concluded between Emerald Eternal Green and the Other Party.

1.2 The applicability of any general conditions of the Other Party is hereby expressly rejected. Deviations from and/or additions to these general conditions will only be binding if and to the extent expressly confirmed in writing by Emerald Eternal Green and relate only to (the part of) the Agreement in respect of which such acceptance has taken place.

1.3 If at any time one or more provisions of these general conditions become void or voidable, whether in part or in full, the rest of these general conditions remain in force. In this event, Parties will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.

1.4 If Emerald Eternal Green does not insist on the strict observance of these general conditions at all times, this does not mean that the provisions concerned have become inapplicable or, in other cases, Emerald Eternal Green has in any way relinquished the right to insist on the strict observance of the provisions of these general conditions.

2. Quotation and offers (“offers”)

2.1 All offers of Emerald Eternal Green are without obligation, unless an acceptance period has been stipulated in the offer. This means that Emerald Eternal Green has the right to change the conditions of the offer. The Other Party can therefore not derive any rights from the offer. If the offered products are no longer available, the offer will be cancelled.

2.2 Emerald Eternal Green cannot be held to its offer, if that offer or a part of it, contains an obvious mistake or clerical error.

2.3 Previously submitted offers do not automatically apply to future Agreements.

2.4 A compound offer or quotation shall not create any obligation for Emerald Eternal Green to deliver part of the order against a corresponding part of the price quoted for the entire order.

2.5 Unless expressly stated otherwise, all quoted amounts are exclusive VAT and delivery costs.

2.6 Emerald Eternal Green is entitled to charge additional unforeseen costs, caused by a situation wherefore she is not accountable, to the Other Party. Costs are unforeseen if they are caused by circumstances that where at the time of entering into the Agreement reasonably unforeseen. Emerald Eternal Green will of course inform the Other Party of such unforeseen costs.

3. Agreement

3.1 An Agreement between the Parties is only concluded if the Other Party unconditionally accepts an offer from Emerald Eternal Green, or if Emerald Eternal Green confirms the Agreement in writing, or if Emerald Eternal Green has already fully or partially executed the Agreement

3.2 All agreements, commitments and/or changes to the Agreement made by or on behalf of Emerald Eternal Green after the conclusion of the Agreement are only binding if this has been confirmed in writing by Emerald Eternal Green or if Emerald Eternal Green has already started with the implementation thereof.

3.3 Emerald Eternal Green is entitled – upon or after entering into the Agreement and before (further) delivery – to demand sufficient security from the Other Party that both the payment obligation and any other obligations will be complied with. Emerald Eternal Green can therefore request a down payment on the invoice amount before it starts the execution of the Agreement. If the Other Party refuses to provide the required security, Emerald Eternal Green has the right to refuse the execution of the Agreement.

3.4 Emerald Eternal Green is at all times entitled to increase the agreed price without the Other Party being entitled to dissolve the Agreement, if that price increase is the result of a change of law or regulation or results from a price increase of the products or grounds that were not reasonably foreseeable upon entering into the Agreement.

4. Obligations of the Other Party

4.1 The Other Party must ensure that all data and documents, of which Emerald Eternal Green has indicated that these are necessary for the correct and timely execution of the agreed work, or of which the Other Party should understand that these are necessary for the correct execution of the work, will be made available to Emerald Eternal Green in time.

4.2 The Other Party is responsible for the correctness, completeness and reliability of the data and documents made available to Emerald Eternal Green, even if these come from or via third parties.

4.3 Of course, it may happen that some data just take a little longer than desired, or may not be complete. In that case Emerald Eternal Green is entitled to postpone the performance of the Agreement until it has received all the necessary information from the Other Party. Any costs that Emerald Eternal Green must make as a result will be charged to the Other Party based on actual cost(s) incurred.

5. Execution of the Agreement

5.1 All work performed by Emerald Eternal Green in the execution of the Agreement is performed to the best of its knowledge and ability. Emerald Eternal Green's obligation relates to a best efforts obligation. Emerald Eternal Green therefore offers no guarantee for any results or expectations.

5.2 Specified deadlines for the execution of the Agreement or for the delivery of certain items are indicative and are never strict deadlines. If a term is exceeded, the Other Party must declare Emerald Eternal Green in default in writing.

5.3 Emerald Eternal Green determines the manner in which the Agreement is executed, while taking into account the requirements that the Other Party has made. Emerald Eternal Green has the right to engage (and have work done by) third parties and reserves the right to replace persons and/or employees involved in the execution of the Agreement.

5.4 Emerald Eternal Green has the right to engage (and have work done by) third parties.

5.5 If after the conclusion of the Agreement it appears that the work to be done must be amended or supplemented in order to ensure the proper execution of the Agreement, Parties will timely and in mutual consultation amend the Agreement accordingly. If the amendment or supplement to the Agreement has financial and/or qualitative consequences or affects the time of completion of the Agreement, Emerald Eternal Green will inform the Other Party accordingly.

6. Delivery

6.1 The place of delivery is at the address given by the Other Party to Emerald Eternal Green.

6.2 The moment of delivery is:

– If Parties have agreed upon the delivery by Emerald Eternal Green at the office of the Other Party or another location designated by the Other Party: the moment that Emerald Eternal Green offers the products = at that location, even if the receipt of the products is refused by the Other Party at that time;

– If the Other Party collects the products at the location of Emerald Eternal Green or another location specified by her: the moment at which the Other Party would receive the products in accordance with the appointment made, even if the receipt of the products is refused by the Other Party at that time or even if the Other Party does not appear in time at the agreed place and time to receive the delivery.

6.3 The dates of delivery indicated by Emerald Eternal Green are indicative and are never strict deadlines. If a term is exceeded, the Other Party must give Emerald Eternal Green notice of default in writing.

6.4 The risk of loss and/or damage to products will be borne by the Other Party right after the time of delivery to the Other Party.

6.5 Emerald Eternal Green is entitled to execute the Agreement in different phases (“partial deliveries”) and to invoice the executed (partial) deliveries separately to the Other Party.

6.6 The Other Party is obliged to promptly accept the product(s) once being delivered to her. If the Other Party refuses to take prompt delivery or is negligent in providing necessary information or instructions for delivery then the product(s) will be stored at the Other Party risk. The Other Party shall pay Emerald Eternal Green all additional delivery, storage and insurance costs and any other costs incurred along with any loss arising in connection with this neglect or refusal.

6.7 Emerald Eternal may set off the amount owed by the Other Company, or affiliated companies, to Emerald Eternal Green.

6.8 The administration of Emerald Eternal Green is leading at all times for the determination of the date(s) of delivery and the amount owed by the Other Company to Emerald Eternal Green.

7. Termination, suspension and dissolution

7.1 Emerald Eternal Green is authorized to suspend its obligations or to dissolve the Agreement without any obligation to pay any damages, loss or costs, if:

– the Other Party does not, not fully or not timely fulfill its obligations under the Agreement; or

- Emerald Eternal Green becomes, after the conclusion of the Agreement, aware of circumstances that give good ground to fear that the Other Party will not fulfill its obligations; or
- a delay on the part of the Other Party is of such nature that Emerald Eternal Green can no longer be expected to fulfill its originally agreed obligations under the Agreement; or
- the Other Party refuses to provide the required security.

By virtue of default, the Other Party shall be held to pay damages or compensation to Emerald Eternal Green and is liable for any damages (including costs) arising directly or indirectly on the part of Emerald Eternal Green as a result.

7.2 Emerald Eternal Green is always entitled to refuse or terminate an Agreement, or an amendment thereof, if the Agreement is in conflict with a statutory provision or regulation. Emerald Eternal Green may also refuse or terminate an Agreement if, in its opinion, the Agreement could damage the interests or reputation of its business.

7.3 In case of dissolution, any outstanding invoices or claims in the name of the Other Party shall be immediately due and payable.

7.4 In case of liquidation, (application for) suspension of payment or bankruptcy, seizure on behalf of the Other Party, debt restructuring or any other circumstances that prevents the Other Party to freely dispose of his/her capital, Emerald Eternal Green is entitled to terminate or cancel the Agreement with immediate effect, without any obligation for Emerald Eternal Green to pay any damages or compensation. Any outstanding invoices or claims in the name of the Other Party shall be immediately due and payable.

8. Force majeure

8.1 Emerald Eternal Green is not obliged to fulfill any obligation to the Other Party in case it is being hampered due to a circumstance that is not due to gross negligence, and neither shall be for the account of Emerald Eternal Green under the law, a legal act or general acceptance, hereinafter referred to as "force majeure" (Article 6:75 of the Dutch Civil Code).

8.2 In addition to what is included in law and jurisprudence, force majeure shall mean all external causes either foreseen or unforeseen, which Emerald Eternal Green cannot influence however which prevents Emerald Eternal Green to meet its obligations under the Agreement. Such situations include any strikes within Emerald Eternal Green or third parties, as well as the situation that a performance of a supplier of Emerald Eternal Green is not, not timely or not sufficient delivered to Emerald Eternal Green. Emerald Eternal Green is also entitled to invoke force majeure if the circumstance preventing (further) compliance occurs after Emerald Eternal Green should have met its obligations.

8.3 Emerald Eternal Green is entitled to suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than three (3) months, either party shall be entitled to dissolve the Agreement without being obliged to pay any compensation for damages to the other party.

8.4 Insofar Emerald Eternal Green, at the time the force majeure commences, has meanwhile partly fulfilled its obligations by virtue of the Agreement, or shall be able to do so, and the fulfilled part and/or the part to be fulfilled represents independent value, Emerald Eternal Green is entitled to separately invoice the part that has already been fulfilled and/or is yet to be fulfilled. The Other Party is obliged to pay that invoice as though it were for a separate agreement.

9. Compensation and payment

9.1 Unless otherwise expressly agreed in writing, payment must be made within 30 days from the date of invoice. In the event Emerald Eternal Green requested a down payment on the invoice amount, she will only be obliged to deliver the products to the Other Party if the complete down payment is transferred to the bank account of Emerald Eternal Green.

9.2 If the Other Party fails to make (timely) payment, the Other Party shall be immediately in default as from due date without prior notice or summons from Emerald Eternal Green. Without prejudice to its other obligations, the Other Party owes interest on the outstanding amount (including collection costs) as from due date of the invoice until the date of payment in full on a monthly basis of 1%. All reasonable judicial and extrajudicial costs made by Emerald Eternal Green to obtain payment shall be borne by the Other Party.

9.3 Emerald Eternal Green shall be entitled to use the payments made by the Other Party first to cover the costs, then to cover any interest that has fallen due and finally to cover the principal sum and accrued interest. Payments made by the Other Party will be used by Emerald Eternal Green in settlement of the oldest due claims.

9.4 The Other Party is never entitled to set off the amount owed by it to Emerald Eternal Green.

9.5 Objections to the invoiced amount or any other objection(s) shall never suspend the payment obligation of the Other Party.

10. Conformity and guarantee

10.1 The products to be delivered by Emerald Eternal Green meet the usual requirements and standards that may reasonably be expected and for which they are intended for normal use in the Netherlands.

10.2 The products from the UV Collection of Emerald Eternal Green are protected against discoloration by (regular) UV radiation during a period of at least 24 months.

10.3 There may be some differences in the appearance between the product supplied and images on promotional material and/or the website(s), such as the tone of colour. These slight differences do not provide grounds for complaint.

10.4 It is at the account and risk of the Other Party if there is a defect in the product and this is due to (1) incorrect or negligent maintenance of the product by the Other Party, (2) if the Other Party or any third party (had) made changes to the product, or (3) normal wear and tear.

10.5 The Other Party is bound to investigate or to have investigated the delivered product(s) immediately at the time the product(s) are made available to her. In doing so the Other Party should ascertain whether the quality and/or quantity of the delivered product(s) comply with the Agreement(s) and comply with the requirements agreed by the Parties in that respect. Any visible defects should be reported in writing to Emerald Eternal Green within 7 days of delivery. The Other Party shall give Emerald Eternal Green the opportunity to investigate a complaint or have this done by others.

10.6 The risk of loss and/or damage to products will be borne by Emerald Eternal Green until the time of delivery to the Other Party. From the moment of delivery, the risk of all direct and indirect loss or damage shall pass to the Other Party,

10.7 If it is determined that the delivered product(s) is/are deficient, and the complaint was timely filed, Emerald Eternal Green will repair or replace the deficient product(s) within reasonable time after receiving a written notification of the defect by the Other Party. In case of replacement, the Other Party is obliged to return the deficient product(s).

10.8 Filing a complaint shall never suspend the purchase or payment obligation of the Other Party. No rights can be derived from a submitted complaint or improvement point.

10.9 In case the Other Party fails to submit a complaint in accordance with the period as mentioned in this article, any right of the Other Party to claim recovery, replacement or any other compensation lapses.

10.10 Any and all legal claims of the Other Party against Emerald Eternal Green in connection with the performance under the Agreement by it, regardless of their nature, shall expire at any rate by expiry of one year after fulfillment of the Agreement.

11. Liability

11.1 Any liability of Emerald Eternal Green remains at all times limited to the provisions as stated in these general conditions.

11.2 The use of the product(s) of Emerald Eternal Green by the Other Party or third parties is at all times at the Other Party's discretion and own risk. Emerald Eternal Green is not liable for damage of any nature that a Other Party or third party suffers, will suffer or has suffered due to the use of the product.

11.3 Emerald Eternal Green is not liable for damage of any nature whatsoever that has arisen due to incorrect or incomplete information provided to Emerald Eternal Green by or on behalf of the Other Party.

11.4 Emerald Eternal Green is never responsible or liable for the suitability of the product for any individual use by the Other Party, nor for any advice regarding the use and application of the product.

11.5 Emerald Eternal Green is not liable for normal wear and tear and/or for the product's devaluation that is a consequence of the handling of the product(s) by the Other Party through no fault or action of Emerald Eternal Green.

11.6 Any liability of Emerald Eternal Green is always limited to the amount that its insurer pays in that case, or if no payment of the insurance takes place, up to a maximum of the free repair of a faulty product or replacement of that product or a part thereof, all for the exclusive assessment of Emerald Eternal Green.

11.7 In the event that liability is assumed, Emerald Eternal Green is only liable for direct damage. This includes: (1) the reasonable costs to determine the cause and extent of the damage; (2) if applicable, the reasonable costs incurred to resolve the defective performance of Emerald Eternal Green, insofar as this is attributable to Emerald Eternal Green, and (3) the reasonable costs incurred to prevent or limit the damage. The Other Party must be able to demonstrate that these costs have actually led to a limitation of the direct damage.

11.8 Emerald Eternal Green is never liable for indirect damage. This includes, among other things: consequential damage or loss, lost profit and damage or loss as a result of business stagnation.

11.9 The limitation of liability as set out in these general conditions shall not apply if the damage is due to intent or gross negligence on the part of Emerald Eternal Green.

12. Retention of title

12.1 All goods delivered by Emerald Eternal Green in the context of the Agreement remain the property of Emerald Eternal Green until the Other Party has met in full all of the obligations under the Agreement.

12.2 The items delivered by Emerald Eternal Green, as referred to in paragraph 1 of this article, may not be resold and may not be used as payment. The Other Party is not authorized to pledge the aforementioned products, transfer them to third parties or alienate or encumber them in any other way.

12.3 The Other Party is obliged to insure the products delivered under retention of title and to keep them insured against theft, fire and explosion and water damage. Emerald Eternal Green is entitled to collect any payment from this insurance,

whereby the Other Party is obliged to cooperate with everything that is necessary or desirable in that context.

12.4 In the event of Emerald Eternal Green wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, for Emerald Eternal Green or third parties engaged by Emerald Eternal Green to enter the places whereby the property of Emerald Eternal Green is located and to repossess that property.

13. Governing law and jurisdiction

13.1 Dutch law is applicable to each and every Agreement and any other legal relationships with Emerald Eternal Green.

13.2 Any dispute about these general conditions and/or the Agreement is subject to the judgment of the competent Dutch Court in the District Oost-Brabant, unless otherwise prescribed by mandatory law.

13.3 The Parties initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation.