



Terms and conditions

General

HSPN Consulting is located at De Wrins 10, 8551 RP Woudsend, The Netherlands, registered with the Chamber of Commerce in Leeuwarden under number 92450210, user of these general terms and conditions.

Hereinafter referred to as HSPN Consulting and/or 'Contractor'.

HSPN Consulting supports producers and distributors of specialty plant nutrition (water-soluble fertilizers) in their business development. This can range from strategic advice, providing content for marketing materials to providing company training on plant nutrition and fertilization. The working area is worldwide.

Further data from HSPN Consulting:

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1. Definitions and Parties

In these general terms and conditions, the following definitions apply:

1. Client: the (potential) natural or legal person who has commissioned the Contractor to perform work.
2. Contractor: user of these general terms and conditions.
3. Agreement: the agreement with work.
4. Documents: all documents or data carriers made available by the Client to the Contractor, as well as documents produced by the Contractor in the context of the execution of the assignment.
5. Parties: Client and Contractor.

2. General

These terms and conditions form part of all correspondence, documentation, (future) offers, agreements and other contractual relationships between the Contractor and the Client.

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3. Applicability

1. These general terms and conditions apply to all agreements entered into by the Contractor within the framework of the execution of the work and to all quotations and/or offers made by the Contractor, regardless of whether these are related to or follow agreements already concluded or quotations and/or offers made.
2. Third parties involved by the Contractor in the execution of the agreement can also invoke these general terms and conditions.
3. Deviations from these terms and conditions only apply insofar as they have been expressly agreed by the parties in writing or electronically.
4. The applicability of any purchase conditions or other conditions of the Client are expressly rejected.
5. If one or more (part(s)) of the provisions of these general terms and conditions are null and void, or are annulled, the other provisions of these general terms and conditions will continue to apply. The parties will then enter into consultations to agree on new rules to replace the void or annulled provisions, in which as much as possible the purpose and scope of the void or annulled provisions will be reflected.

4. Start and duration of the agreement, quotation and assignment

1. All quotations and/or offers on the other hand, are unconditionally without obligation and revocable in their entirety, unless expressly stated otherwise by the Contractor.
2. The Contractor's offers and quotations are valid for a period of 30 (thirty) days from the date of the quotation and/or offer, unless explicitly stated otherwise in the offer or quotation.
3. An offer does not automatically apply to subsequent orders, reorders or renewals.
4. Obvious errors and erroneous errors in the offer are not binding on the Contractor.
5. The agreement is concluded and starts at the moment that the order confirmation signed by the Client has been received back by the Contractor, followed by the written or electronic acceptance by the Contractor of an assignment, or by execution of an assignment by the Contractor or a Third Party.
6. The parties are free to prove the conclusion of the agreement by means other than those mentioned in paragraph 5 in this Article.
7. All statements by the Contractor of the scope, type and other specifications of services to be provided are only indications. A slight deviation from this in the delivered goods does not lead to a shortcoming in the fulfilment of the agreement on the part of the Contractor.
8. The operation of Article 7:404 of the Dutch Civil Code and Article 7:407 paragraph 2 of the Dutch Civil Code are completely excluded.

5. Rates

1. The offer was made in good consultation. By concluding the agreement, the parties consider the prices reasonable and fair.

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2. The prices quoted by the Contractor are exclusive of turnover tax (VAT) and other levies imposed by the government.
3. Invoicing is only done in euros (symbol: €). The Contractor only accepts payments in euros (€).
4. A composite quotation does not oblige the Contractor to perform a part of the assignment at a corresponding part of the stated price.
5. Without the express written consent of the Contractor, the Client is not permitted to apply set-off and/or suspension and/or withholding with regard to the payment obligations.
6. The Contractor is entitled, but not obliged, to increase the applicable prices and rates annually in accordance with the applicable inflation rates CPI 2015=100 of Statistics Netherlands.

6. Fee

1. The parties can agree on a fixed fee when the agreement is concluded.
2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated according to the Contractor's usual hourly rates, applicable for the period in which the work is performed, unless a different hourly rate has been agreed.
3. The fee and any cost estimates are in euros and exclusive of VAT.
4. If the Contractor agrees with the Client on a fixed fee or hourly rate, this does not affect the fact that the Contractor is entitled to pass on price increases that occur between the time of offer and delivery, such as increases in VAT rates and other government levies.
5. The price or rate at which the Contractor performs the assigned work is laid down in the offer or quotation.
6. The Contractor sets its annual rates as of 1 January. These rates are binding for the Client.

7. Payment and collection costs

1. Unless expressly agreed otherwise, payment of the invoices sent by the Contractor must be made within 30 (thirty) days of the invoice date, in Dutch currency (euros), to a bank account indicated by the Contractor, without any right to discount, deduction, set-off or suspension.
2. The Contractor reserves the right to send invoices periodically. The Contractor may require payment in advance at any time, even if this is not included in the order confirmation or agreement.
3. If the Client has not paid within the aforementioned period or not within the further agreed period, he is in default by operation of law and the Contractor has the right, without further summons or notice of default, to charge the Client interest per month on the entire amount owed by him from the due date, all this without prejudice to the rights further accruing to the Contractor. The interest is 1% per month, but is equal to the statutory interest rate if it is higher. In the interest calculation, part of the month is seen as a full month.
4. If the Client is in default as referred to in paragraph 3 in this Article, the Client shall owe all costs, both judicial and extrajudicial, of at least 15% of the amount to be recovered with a

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minimum of € 40,-- (forty euros). If the actual costs of collection are higher, the Client owes this higher amount.

5. Incoming payments shall be made to satisfy the oldest outstanding items, including interest and costs.
6. If, in the opinion of the Contractor, the financial position or payment behaviour of the Client gives rise to this, the Contractor is entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contractor. If the Client fails to provide the required security, the Contractor is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and all that the Client owes to the Contractor for whatever reason is immediately due and payable.
7. The full claim for payment is immediately due and payable if:
 - a. a payment term has been exceeded;
 - b. The Client has gone bankrupt or applies for suspension of payments;
 - c. seizure of goods or claims of the Client;
 - d. the Client (company) is dissolved or liquidated;
 - e. the Client (natural person) is placed under guardianship or dies.

8. Execution of the agreement

1. Services only take place after the conclusion of the agreement. The Contractor represents the interests of the Client within the limits of the assignment given. The Contractor shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The Client acknowledges that the Contractor has artistic freedom in the execution of the agreement insofar as no specific and concrete elaborated characteristics, functions or wishes of the Client are laid down in the main agreement / quotation. All services of the Contractor are performed on the basis of an obligation of best efforts, unless and insofar as the Contractor has expressly promised a result in the written agreement and the result in question is also described with sufficient certainty. The Contractor has the right to carry out everything that is not expressly described in the assignment according to its own technical and creative insight. The liability of the fee is therefore in no way dependent on the outcome of the assignment or the result.
2. If and insofar as this requires proper execution of the agreement, the Contractor has the right to have certain activities performed by third parties.
3. The Client shall ensure that all information that the Contractor indicates is necessary or that the Client should reasonably understand to be necessary for the execution of the agreement is provided to the Contractor in a timely manner. If the information required for the execution of the agreement has not been provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and / or to charge the Client for the additional costs resulting from the delay according to the usual rates.
4. If it has been agreed that the agreement will be executed in phases, the Contractor may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

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5. The Contractor will try to comply with the agreement within the indicated/estimated period. This period is not fatal, as a result of which the Client must always first give the Contractor notice of default, whereby a long and reasonable period must be set before the Contractor can proceed to any remedy. By exceeding this period, the Client cannot dissolve the agreement and is not entitled to compensation. After exceeding this period, the parties will make every effort to execute the Agreement within a reasonable period of time.
6. With regard to non-publicly accessible data of the Client that the Contractor receives in the context of the execution of the agreement, the Contractor will observe confidentiality, in the sense that the Contractor will never disclose this data as directly traceable to the Client. A more extensive confidentiality obligation will only apply if it is expressly agreed in writing.
7. Any obligation of confidentiality for the Contractor does not apply insofar as it would act contrary to the legal tasks and obligations of the Contractor.

9. Advices

1. The Contractor may draw up an advice for the provision of services. The content is not binding and only advisory in nature. The Contractor shall assess the foregoing to the best of its knowledge and warn the Client if inaccuracies occur. All consequences resulting from the follow-up of the advice are at the expense and risk of the Client, unless this is based on intentional inaccuracies in this regard can be blamed on the Contractor.
2. The Contractor is not liable for damage as a result of using advice in an incorrect, injudicious or abnormal manner. The Contractor is not liable for the way in which the Client carries out or puts into practice the advice, descriptions, analyses, methods and techniques provided. No rights can be derived from the advice.
3. The Client is responsible for its own interpretation of the advice offered and determines whether the advice is adopted.

10. Modification and additional work

1. If during the execution of the agreement it appears that it is necessary for proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.
2. If the Client requests the Contractor to perform more work, this work will be reimbursed by the Client in accordance with the Contractor's usual rates. However, the Contractor is not obliged to comply with such a request and may require that a new written agreement be concluded first.
3. Contrary to paragraph 2 in this Article, the Contractor shall not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the Contractor.

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11. Termination, suspension and dissolution

1. The Contractor may terminate the agreement at any time. In the event that the agreement ends (due to the Client) before the agreement is completed, the Client is obliged to pay, in addition to compensation, the fee and the costs incurred with regard to the work performed so far. The compensation will consist at least of the costs resulting from the obligations entered into by the Contractor in his own name with third parties for the execution of the agreement, as well as the remaining part of the fee that the Client would owe upon full fulfilment of the assignment.
2. Continuing performance agreements, which terminate with the passage of time, cannot be terminated prematurely by the Client and therefore only terminate upon expiry of the agreed term, as indicated in the main contract. If this is not stipulated, the term shall be one year. The continuing performance agreements are tacitly renewed for the same duration each time. Termination of a continuing performance agreement shall be given in writing at the end of the term, taking into account a period of at least 25 (twenty-five) % of the agreed term, rounded up to whole months. The Contractor is at all times entitled to terminate the continuing performance agreement(s) prematurely, with immediate effect.
3. Termination must be notified in writing to the other party.
4. The Contractor is entitled to dissolve or suspend the agreement in whole or in part with immediate effect without judicial intervention or notice of default, without being obliged to pay compensation and without prejudice to the Contractor's right to claim performance instead of dissolution or suspension, and without prejudice to his/her right to compensation, if:
 - a. the Client fails to comply with the agreement and such default has not been remedied within 14 (fourteen) days after the date of dispatch of the notice of default;
 - b. after the conclusion of the agreement, the Contractor becomes aware of circumstances that give good reason to fear that the Client will not be able to fulfil the obligations under the agreement;
 - c. the Client applies for suspension of payment, or is granted suspension of payment;
 - d. the bankruptcy of the Client has been filed, or the Client has been declared bankrupt;
 - e. a substantial part of the Client's assets is seized;
 - f. the statutory debt restructuring scheme is declared applicable to the Client, or the application of the statutory debt restructuring is requested by the Client;
 - g. the Client moves his domicile or registered office abroad;
 - h. the Client is placed under guardianship or dies.
5. If the Contractor dissolves or suspends the agreement on the basis of this Article, any claim by the Contractor against the Client is immediately due and payable.
6. In the event of non-(timely) compliance, the Client is always obliged to reimburse the Contractor for all reasonable judicial and extrajudicial costs incurred by the Contractor, as referred to in Article 7.

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12. Ownership

1. The copyright as well as all other intellectual or industrial property rights to provided materials, as used in, but not limited to, training and writing texts for marketing purposes or otherwise, rest exclusively with the Contractor.
2. All rights of the material provided by the Contractor remain reserved to it. No part of the publication(s) may be reproduced, stored in a durable data carrier, automated database or made public without the express prior written consent of the Contractor. It is not permitted to make any material available to third parties.
3. Unless expressly agreed in writing, the assignment does not include conducting research into the existence of patent rights, trademark rights, drawing or design rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.

13. Warranty and liability

1. The Contractor does not give any guarantees or promises regarding any result to be achieved by the assignment.
2. Article 7:408 of the Dutch Civil Code expressly excludes in the agreement with regard to the Client who acts in the exercise of a profession or business, as a result of which assignments cannot be terminated.
3. The Client is obliged to check every delivery and execution, in phases or otherwise, as soon as possible, but within 48 (forty-eight) hours for conformity with regard to quantity and quality. If the performance does not comply with the agreement and there is therefore a defect, the Client must inform the Contractor about this within 5 (five) days after it has discovered this or could reasonably have discovered it.
4. After the provision of information as referred to in the previous paragraph, the Contractor will reasonably repair or replace the defect free of charge. If neither of the two remedies described above offers a solution to effectively remedy the defect, the Client has the right to dissolve the agreement. The foregoing applies without the Client being entitled to any compensation for damage by the Contractor.
5. If the defect has arisen due to an error attributable to the Client, the Client has informed the Contractor too late about the defect, the Client has confirmed the completion of a phase, the Client has given permission for the start of a subsequent phase, any right to repair, replacement or possible dissolution as described in this article expires. The burden of proof regarding the attribution of the error lies with the Client.
6. The Contractor is entitled to postpone the start of the services that belong to a phase until the Client has approved the results of the preceding phase in writing.
7. Should the Contractor be liable to the Client without delay, this liability shall at all times be limited to the amount of any invoice amount from which the damage arose, plus 15 (fifteen) % or otherwise to the amount to which the professional or business liability insurance taken out by the Contractor is entitled.
8. The Contractor is never liable for damage caused by the Client providing him with incorrect or incomplete information.

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9. Contractor's liability never includes consequential damage and, except in the case of intent or gross negligence, property damage, immaterial damage or loss of profit.
10. The existence of a defect does not suspend the Client's payment obligation.
11. The limitation of the Contractor's liability does not apply if there is intent or gross negligence on the part of the Contractor or persons used and/or engaged by it in the execution of the agreement.
12. The Client indemnifies the Contractor and/or the persons engaged by the Contractor in the execution of the agreement against all claims from third parties arising from damage suffered by these third parties resulting from the application or use of the Contractor's work by the Client or another person to whom the Client has made the results of the work available, unless there is intent and/or gross negligence on the part of the Contractor and/or the persons engaged by the Client in the execution of the agreement.
13. The Client indemnifies the Contractor against the damage caused by third parties in connection with the agreement because the Contractor has acted, including a failure to act, based on the information, data and documents provided by the Client incorrect, incomplete or too late or assessment of advice or plans.
14. The Contractor is not liable for damage or destruction of data and documents during transport or during shipment by post, regardless of whether the transport or shipment is carried out by or on behalf of the Client, the Contractor or third parties.
15. The Contractor is never liable for indirect damage, including stagnation in the regular course of events in the Client's company, which is in any way related to or caused by an error in the execution of the work by the Contractor.
16. The Client indemnifies the Contractor against all claims from third parties that are directly or indirectly, indirectly or immediately related to the performance of the work.

14. Complaints

1. Complaints about the execution of the agreement and/or the invoice amount must be reported by the Client to the Contractor in writing within 8 (eight) days after he has discovered or could have discovered the defect in the performance, stating precisely the nature and extent of the complaints.
2. If a complaint is deemed to be well-founded, the Contractor will still perform the work as agreed, unless this has become demonstrably pointless for the Client in the meantime. The latter must be made known in writing by the Client.
3. If the performance of the agreed work is no longer possible or useful, the Contractor will only be liable within the limits of Article 13.
4. A complaint as referred to in paragraph 1 in this Article does not suspend the Client's payment obligation.

15. Force majeure

1. Force majeure is understood to mean, in addition to what is understood in this regard in the law and case law, all external causes, foreseen or unforeseen, over which the Contractor

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cannot exert any influence. This includes, but is not limited to: (technical) malfunctions and other obstacles at suppliers, internet malfunctions, weather conditions, illness or injury to, or death of, supervisors or other persons associated with the Contractor and / or the third parties engaged by it, strikes, traffic disruptions, unforeseeable stagnation, disruptions in the supply of energy, transport problems, fire, loss or damage during transport, epidemics, pandemics and government measures. During force majeure, obligations of the Contractor will be suspended.

2. If the Contractor is unable to fulfil its obligations under the agreement, not on time, or properly as a result of force majeure, these obligations will be suspended until the moment that the Contractor is still able to fulfil them in the agreed manner. Suspension of the obligations does not take place if continuation of the agreement cannot reasonably be required of the Client and the latter terminates the agreement.
3. A cause that cannot be attributed to the Contractor includes, but is not limited to, the situation in which an assignment is based on government policy intentions, on laws and regulations that have not yet been (fully) established at the time of execution of the assignment, or on laws and regulations whose explanation was not yet (fully) known to the Contractor at the time of execution of the assignment, illness, mental or physical limitations of the Contractor, death of a loved one of the Contractor.

16. Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been indicated by the other party or if this is apparent from the nature of the information in question. The information about the Contractor, including methodology and results in whatever form, is in any case one of the data that must be kept secret by the Client.
2. The Contractor has the right to use the knowledge gained by the execution of an agreement on its side for other purposes, insofar as no strictly confidential information of the Client is brought to the attention of third parties.
3. If, on the basis of a legal provision or a court decision, the Contractor is obliged to provide confidential information to third parties designated by law or the competent court, and the Contractor cannot invoke a legal or permitted right of non-change in this respect, then the Contractor is not obliged to pay compensation or compensation and the other party is not entitled to dissolve the agreement on the basis of any damage, caused by this. The Contractor is entitled to use the data obtained by him on the basis of the assignment, provided that it cannot be traced back to the individual Client, for statistical or comparative purposes.
4. If the Client acts in violation of this article, the Client shall owe the Contractor an immediately due and payable fine of € 10,000 (ten thousand euro) per violation, without prejudice to the Contractor's right to claim full compensation.

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17. Intellectual property and copyrights

1. The Contractor reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations.
2. All documents provided by the Contractor, such as reports, advice, agreements, designs, sketches, drawings, presentations and software, are exclusively intended to be used by the Client and may not be reproduced, published or brought to the attention of third parties by the Contractor without the prior permission of the Contractor, unless otherwise resulting from the nature of the documents provided.
3. The Contractor reserves the right to use the knowledge gained by the execution of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.

The Contractor is always the creator or designer of all documents, methods, models, procedures, schemes, etc. provided, manufactured and developed in the context of the execution of the assignment. The Contractor remains or becomes the owner of all property rights resting thereon, regardless of whether the aforementioned documents, etc. have been provided, manufactured or developed by or on behalf of the user or by one of the parties. These documents, etc. are – if possible – provided by the Contractor with clear characteristics. All rights with regard to products of the mind, which the Contractor develops or uses within the framework of the agreement, therefore belong to the Contractor insofar as they do not already belong to third parties. The Client is not permitted to reproduce, publish and/or exploit any content of the accompaniment or other products of the mind, whether or not made public by the Contractor, without the prior written consent of the Contractor.

4. If the Client acts in violation of this article, the Client shall owe the Contractor an immediately due and payable fine of € 10,000 (ten thousand euro) per violation, without prejudice to the Contractor's right to claim full compensation.

18. Forum, choice of law and transfer of rights

1. The Contractor is entitled to transfer its rights and obligations under this agreement to a third party. The Client is only entitled to transfer its rights and obligations to a third party with the written consent of the Contractor.
2. Any agreement between the Contractor and the Client to which these general terms and conditions apply is exclusively governed by Dutch law. Should an obligation arise between the parties in the future, other than arising from an agreement, Dutch law will also apply to that obligation.
3. If a dispute arises between the parties arising from or in connection with this agreement, the court in the district in which the Contractor has its principal place of business shall have exclusive jurisdiction to adjudicate on the dispute. If a dispute arises between the parties regarding non-contractual obligations, the court in the district in which the Contractor has its principal place of business shall also have exclusive jurisdiction to adjudicate on the dispute.
4. The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

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19. Modification, explanation and location of the conditions

1. These terms and conditions have been filed at the registered office of the Chamber of Commerce in Leeuwarden, the Netherlands.
2. In the event of an explanation of the content and scope of these general terms and conditions, the Dutch text is always decisive.
3. The last deposited version or the version that applied at the time of the conclusion of the agreement always applies.
4. In the case of continuing performance agreements, which end over time, the Contractor reserves the right to change or supplement these general terms and conditions. Changes also apply to agreements already concluded with due observance of a period of 30 (thirty) days after publication of the change. Changes of minor importance can be made at any time. If the Client does not wish to accept a change to these general terms and conditions, he must have made this known in writing before the date that the new general terms and conditions come into force.