

General terms and conditions Pherobank B.V.

Article 1. Definitions

Pherobank: the private limited company with limited liability Pherobank B.V., with its registered office at Molenvliet 1c, 3961 MT Wijk bij Duurstede, the Netherlands, telephone: +31 (0)6-46262681, fax +31 (0)84-8704440, e-mail:

info@pherobank.com, website: www.pherobank.com, registered with the Dutch Chamber of Commerce [*Kamer van Koophandel*] under number 54287154.

Client: every person or legal entity to whom Pherobank offers and/or sells products.

Product: pheromone dispensers, Pherobank accessories, reference substances and technical pheromones.

Quotation: an offer to supply products drawn up specifically for a client at the price and under the terms and conditions set out by Pherobank.

Article 2. Scope of application

2.1 These general terms and conditions will apply to all quotations, orders and agreements made between Pherobank and a client, in as far as Pherobank has declared them to apply.

2.2 These general terms and conditions will also apply to agreements made with Pherobank but implemented by a third party on behalf of Pherobank.

2.3 Deviation from these general terms and conditions must be agreed by both parties in writing.

2.4 In the event that one or more of the provisions of these general terms and conditions are wholly or partially quashed or declared null and void, the other provisions of these terms and conditions will remain fully in effect. Parties will consult with each other to agree new provisions to replace the quashed or void ones. In doing so, the purpose and meaning of the original provisions will be taken into account as far as possible.

2.5 Should there be any confusion about the interpretation of one of more conditions contained in these general terms and conditions, the provision should be interpreted 'in the spirit' of these general terms and conditions.

Article 3. Formation

3.1 All quotations given by Pherobank are free from obligation, unless the quotation states a period for acceptance. Where no acceptance period is shown, Pherobank is entitled to change the prices on quotations without prior notice.

3.2 Pherobank cannot be made to abide by a quotation if the client can reasonably be expected to understand that it includes a mistake or a clerical error.

3.3 An agreement will only be formed once Pherobank has accepted an order from a client in writing. Pherobank has the right to reject an order or require extra conditions to be added to an agreement. Clients will be informed in writing within eight days if an order is rejected.

Article 4. Prices

4.1 The prices for the products are shown in euros, exclusive of Dutch VAT [*BTW*], exclusive of taxes, dispatch costs or any other levies, unless otherwise stated or agreed in writing.

4.2 Dispatch costs for orders solely comprising pheromone dispensers are:

- in the Netherlands: EUR 15;
- other countries within the European Union: EUR 25;
- countries outside the European Union: actual costs;
- no costs will be charged for orders from within European Union of above EUR 2,000, excluding VAT and surcharges.

4.3 Dispatch costs for orders including, or solely consisting of accessories must be paid for in full by the client.

4.4 All other necessary costs paid by Pherobank on behalf of the client, including import and customs costs and duties, will be charged to the client.

4.5 For orders of products within the Netherlands with a total value of less than EUR 130, excluding VAT and dispatch costs, Pherobank will add a surcharge of EUR 20.

Article 5. Payment

5.1 Payments must be made to the bank account specified on the invoice within fourteen (14) days of the date of the invoice. Payment in part will not be accepted and will be deemed not to have been made.

5.2 A client that exceeds the payment period will be in default by operation of law. The client will be legally obliged to pay interest. Pherobank is entitled to charge a client that defaults on payment for the reasonable costs of securing payment of the invoice.

5.3 Objections to the amount stated on the invoice do not suspend the client's obligation to pay.

Article 6. Dispatch and delivery

6.1 The delivery times stated in the brochure and on the website are an indication. Exceeding the delivery time does not give the client a right to compensation.

6.2 Goods will be dispatched by registered post or by courier.

6.3 Orders will be at the client's risk from the moment of delivery.

6.4 Clients are responsible for obtaining the licences and documentation (including for customs) needed to dispatch the order.

Article 7. Reservation of title

7.1 All products supplied by Pherobank under the terms of the agreement will continue to be property of Pherobank until the client complies fully with all the obligations contained in the agreement made with Pherobank.

7.2 Products supplied by Pherobank and subject to reservation of title, may not be sold on and may not be used as an instrument of payment. The client is not authorised to pledge or in any way encumber goods that are subject to reservation of title.

7.3 If third parties impound products supplied subject to reservation of title, or intend to establish or claim rights to such products, the client is obliged to inform Pherobank immediately.

Article 8. Intellectual and industrial property

8.1 Pherobank reserves the rights and authority accorded on the grounds of the Copyright Act [*Auteurswet*] and all other laws and regulations covering intellectual property. Pherobank has the right to use knowledge obtained during the course of implementing an agreement for other purposes, as long as no confidential information about or originating from the client is made known to third parties.

Article 9. Guarantee and advertising

9.1 Products supplied by Pherobank will comply with the customary standards and requirements that can reasonably be made of them at the time of delivery.

9.2 The guarantee specified in paragraph 1 of this Article will apply for a period of 2 months after delivery, unless the nature of the product supplied provides otherwise or parties have made other agreements. If the guarantee provided by Pherobank concerns a product produced by a third party, the stipulations given by the producer of the product will apply to the guarantee, unless otherwise stated.

9.3 All forms of guarantee will cease to apply if a fault occurs as the result of or ensuing from improper use of the product, use after the expiry date or incorrect storage by the client and/or a third party. Neither will the client be entitled to invoke the guarantee if a fault occurs because of, or as the result of, circumstances on which Pherobank has no influence, including weather conditions et cetera.

9.4 The client undertakes to check that the quality and/or quantity of the product supplied complies with the terms stated in the agreement, and that the product satisfies the requirements agreed by both parties in said agreement, as soon as the goods are made available. The client must report any faults or defects to Pherobank in writing within fourteen (14) days of delivery.

9.5 If it can be proved that a product does not comply with the terms of the agreement, Pherobank will replace said product on return, and if no replacement is available, will refund the costs shown on the invoice.

Article 10. Liability

10.1 In cases where Pherobank is liable, liability will be restricted to the conditions of this provision.

10.2 Pherobank is not liable for damage of whatever kind incurred when Pherobank acts on incorrect or incomplete information given by or on behalf of the client.

10.3 In cases where Pherobank is liable for damages of any kind, liability will be restricted to a maximum of twice the amount of the invoice for the products ordered, or at least for that part of the order to which liability applies.

10.4 In all cases, Pherobank's liability will be restricted to the amount paid out by the insurer in the case concerned.

10.5 Pherobank can only be held liable for direct damages. Direct damages should be taken to mean the reasonable costs of ascertaining the cause and scope of the damage, reasonable costs incurred to hold Pherobank accountable for its defective performance in relation to the agreement in as far as Pherobank can be held responsible, and reasonable costs made to prevent or limit the damage.

10.6 Pherobank can never be held liable for indirect damage, including resulting damage, loss of profit, lost savings and loss due to business interruption.

Article 11. Termination

11.1 Pherobank is authorised to terminate the agreement between the parties if:

- a. it is unable to comply with the obligations ensuing from the agreement due to circumstances beyond its control. For the purposes of these terms and conditions, in addition to the stipulations contained in the relevant legislation and legal precedents, circumstances beyond its control includes all external causes, foreseen or unforeseen, on which Pherobank has no influence.
- b. after having made the agreement, Pherobank is informed of circumstances giving well-founded fear that the client will be unable to comply with the obligations contained in the agreement.
- c. the client is asked to provide security under the terms of the agreement, but is unable to provide sufficient security.

11.2 The client is not authorised to terminate the agreement.

11.3 The agreement must be terminated by registered letter or by e-mail.

Article 12. Location and amendment of conditions

12.1 These terms and conditions will be filed with the Chamber of Commerce [*Kamer van Koophandel*] under number 54287154.

12.2 The version applying at the time of formulating the agreement between Pherobank and the client will apply.

12.3 When interpreting these general terms and conditions, the Dutch text will prevail.

Article 13. Applicable law and court with jurisdiction

13.1 All agreements and disputes ensuing from these general terms and conditions will be subject to Dutch law.

13.2 Disputes between parties may only be heard by the court with jurisdiction at the Arnhem District Court.