

General terms and conditions

governing the supply of Goods and Services by
Wageningen UR concluded by electronic means

1 July 2013

These General Terms and Conditions, governing the supply of Goods and Services offered by Wageningen UR by electronic means (the "General Conditions"), have been drawn up by Wageningen University and the Stichting Dienst Landbouwkundig Onderzoek [DLO Foundation] and have been lodged with the Dutch Chamber of Commerce.

Article 1 Definitions

1.1

Wageningen UR: Wageningen UR (University & Research centre), a collaboration between several legal entities, namely Wageningen University and the Stichting Dienst Landbouwkundig Onderzoek. In these General Conditions the name "Wageningen UR" includes each separate legal entity either individually or jointly, more specifically:

Wageningen University, departments of:

- Agrotechnology & Food Sciences;
- Animal Sciences;
- Social Sciences;
- Environmental Sciences;
- Plant Sciences;

Stichting Dienst Landbouwkundig Onderzoek, research institutes:

- Food and Biobased Research;
- Wageningen UR Livestock Research;
- Alterra;
- Plant Research International/Applied Plant Research;
- LEI;
- Wageningen UR Centre for Development Innovation;
- RIKILT;
- Central Veterinary Institute;
- IMARES;
- Wageningen International

All: PO Box 9101, 6700 HB Wageningen

1.2

Customer: the other party/licensee, either a natural person or legal entity acting in the course of a trade or profession, or a Consumer who enters into a contract with Wageningen UR by electronic means for the supply of goods or provision of services.

1.3

Consumer: a natural person not acting in the course of a trade or profession.

1.4

Electronic Services: one or more facilities provided by Wageningen UR in order to receive information or carry out business transactions electronically with Wageningen UR, including but not limited to the supply of Electronic Services and Goods that are offered on the Website.

1.5

Electronic Goods: computer programmes, databanks and/or other products which are recorded and/or included on/in sustainable electronic carriers or which, through a license agreement, are provided or made available by Wageningen UR to the Customer by other digital means.

1.6

Tool: a device made available to the Customer necessary, among other things, for the use of the (Electronic) Services.

1.7

Website: the Wageningen UR websites and/or the websites of third parties appointed by Wageningen UR through which access is provided to (Electronic) Services, (Electronic) Goods or information thereon.

1.8

Contract: each contract concluded by electronic means by the Customer and Wageningen UR – including a Distance Contract – having the same legal status as the written contract, in which Wageningen UR is bound, against payment by Customer, to provide the Customer with one or more (Electronic) Services and/or Goods;

1.9

Distance Contract: Each contract concluded with the Consumer by electronic means, having the same legal status as a written contract.

Article 2 Applicability General Conditions

2.1

Applicability:

- a These General Conditions apply to all contracts, offers and/or quotes of Wageningen UR which are concluded by electronic means.
- b Amendments to these General Conditions can be made in writing upon agreement by Parties.

2.2

Conflicting terms:

- a These General Conditions apply to the express exclusion of Customer's general (electronic) conditions, howsoever described.

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- b Should any provision of these General Conditions be in conflict (in whole or in part) with any applicable law or regulation, or be void or be rescinded, the remaining provisions shall remain in force.
 - c In the event of any conflict between any provision of the General Conditions and a provision of the Contract between parties, the terms of the Contract shall prevail.

2.3

Availability General Conditions:

Before concluding a contract, placing an order or registering, the Customer will be provided with the General Conditions by electronic means (through a hyperlink or as a pdf). The General Conditions will be provided in such a manner that they can be saved by Customer on a sustainable data carrier and can be accessed at a later date. Should this not prove possible before the Contract is concluded, Wageningen UR shall provide the Customer with information as to where the General Conditions can be accessed and/or, if requested by Client, shall send a copy of the General Conditions in another form (paper) to the Customer at no extra charge.

Article 3

Offer, order and conclusion of the Contract

3.1

Each communication regarding the supply of (Electronic) Services and Goods between Wageningen UR and Customer can take place electronically unless otherwise agreed to by Parties in the Contract. Amendments and/or additions to a Contract are only valid if either is made in writing or digitally by parties.

3.2

The offer made by Wageningen UR includes a complete and accurate description of the (Electronic) Services and Goods offered. Obvious errors made in the offer are not binding for Wageningen UR.

3.3

Before the actual Contract has been concluded, Wageningen UR provides the Customer with the possibility of amending any errors made while placing an order electronically.

3.4

A Contract between Wageningen UR and Customer is concluded simultaneously to Wageningen UR having accepted an order, registration or assignment placed by Customer and after Customer has informed Wageningen UR by electronic means it has examined the General Conditions. By placing an order, registration or assignment, Customer accepts the applicability of the General Conditions.

3.5

Wageningen UR provides Customer with the possibility of saving a copy of the concluded Contract on file. Wageningen UR is not obliged to provide Customer with access to the archived copy of the Contract. Once the contract is concluded, Wageningen UR is in no event obliged to provide Customer with means of detecting or correcting any errors made while placing the order, registration or assignment.

3.6

The contents of the order, registration or assignment placed by Customer and as received by Wageningen UR are considered final. Input errors made while placing the order, registration or assignment are at the expense and risk of Customer. The Contract, as saved by Wageningen UR, serves as proof thereof, unless proof of the contrary is provided by Customer.

3.7

Upon conclusion of the contract, Wageningen UR shall take fit technical and organisational precautions in order to secure the digital environment and the electronic transferral of data.

3.8

Wageningen UR retains the right, within the legal frameworks, to investigate whether the Customer can fulfil his payment obligations. Wageningen UR also retains the right to investigate all those facts and factors that are of importance when entering into a Contract. Should Wageningen UR have good reasons not to conclude the Contract, it is entitled to refuse an order or request, after stating reasons for doing so, or to add special conditions for the execution of the Contract. In the last case the Contract shall only be concluded if Customer agrees to these special conditions.

3.9

Electronic communications are expected to be received on the day they are sent, unless proof of the contrary is provided by the receiving party. Electronic communications not received as a result of delivery or accessibility problems of the digital mailbox of the Customer are at the expense and risk of the Customer, even in the event that the digital mailbox is located at a third party address.

Article 4

Prices and rates

4.1

The prices and rates offered by Wageningen UR at the time of the electronic transaction are applicable. If the price is based on an anticipated number of items to be supplied, then the definite price will be determined afterwards based on the actual number of items delivered.

4.2

Unless otherwise agreed to with Customer, all prices and rates offered by Wageningen UR are exclusive of VAT and all other government taxes and all administration, installation, transport and shipping charges.

Article 5 Invoicing and payment

5.1

Invoicing takes place either immediately when making a payment as described in article 5.3. or upon delivery to Customer or in the case of (Electronic) services, within a reasonable period after the Contract has been concluded, depending on the nature of the (Electronic) Services already delivered or to be delivered.

5.2

The Customer is obliged to inform Wageningen UR immediately of any errors in the payment details it has provided.

5.3

Unless otherwise agreed to by Parties, the following methods of payment are available to the Customer:

- a authorisation from the Customer to pay the outstanding account of Customer by credit card transaction. Customer declares that he is lawfully entitled to authorise the specific payment with the credit card.
- b payment by iDeal;
- c one-off authorisation from the Customer to debit the amount due from the Dutch bank account indicated by the Customer;
- d payment in advance, by bank transfer to the Wageningen UR bank account as mentioned on the invoice.

5.4

Methods of payments other than those mentioned in article 5.3, shall take place as mentioned on the invoice within the terms mentioned therein. The charges for international transactions are at the expense of the Customer.

5.5

If Customer fails to fulfil its payment obligations within the payment period, then Customer will automatically be in default without a prior demand for payment and notice of default being required.

5.6

After the payment due date has passed, Customer shall be charged the statutory interest rate and also be liable for all additional charges incurred by Wageningen UR

while taking necessary action in order to receive full payment. The additional charges incurred by Wageningen UR are set at 5% of the amount owed with a minimum of €500,-.

5.7

If a claim made by Wageningen UR in a court procedure regarding the subject matter of this article is sustained, all charges incurred by Wageningen UR with regard to this procedure, including the complete costs of legal aid on the side of Wageningen UR, are at the expense of the Customer.

5.8

Even in the case that Customer is of the opinion that the (Electronic) Goods or Services supplied by Wageningen UR are defect, it should settle its outstanding accounts. Customer is not entitled to settle payment of his outstanding accounts with an anticipated counterclaim payment by Wageningen UR.

Article 6 Delivery and Delivery Period

6.1

The (Electronic) Services and/or Goods will in all cases be delivered or commence within 30 days after the conclusion date of the Contract, unless parties agreed otherwise in the Contract.

6.2

Wageningen UR is not considered to be in default if the delivery or commencement term provided to Customer is exceeded.

The Customer shall not be entitled to compensation, or replacement, if Wageningen UR exceeds a (firm) delivery term.

Article 7 Liability of Wageningen UR and indemnification

7.1

Wageningen UR shall take the utmost care in supplying its (Electronic) Services and Goods.

Wageningen UR is solely liable for damages of Customer which are a direct consequence of a serious attributable failure to perform on the part of Wageningen UR. Customer may not terminate the Contract because of such failure to perform.

7.2

The total liability of Wageningen UR for an attributable failure to perform any obligations of the Agreement is

limited to direct damages up to a maximum of the amount agreed to by Parties in the Agreement (excluding VAT), on condition that the amount agreed does not exceed:

- a the amount paid out by the insurance company inclusive of the policy excess per case per year; or
- b in case of damages not covered, a maximum of €100,000 (one hundred thousand Euros) per case per year.

7.3

Wageningen UR is not liable for indirect damages, including consequential damages, loss of profits, missed savings and loss by operational delays or any other damages other than those mentioned in article 7.2. Wageningen UR is not liable for damaged and/or delayed orders, registrations or assignments which have taken place electronically.

7.4

Wageningen UR is not liable for damages suffered by Customer or any third party, of any nature whatsoever, caused by incorrect or inexpert use by Customer or any third party of the (Electronic) Services or Goods supplied by Wageningen UR.

7.5

Customer indemnifies and holds Wageningen UR harmless from all claims for compensation made by third parties regarding (Electronic) Services or Goods supplied by Wageningen UR, unless it can be proved by law that the loss is caused by wilful misconduct or gross negligence on the part of Wageningen UR and Customer can provide evidence of no blame on its part.

7.6

Without prejudice to the provisions of Book 6 article 89 of the Dutch Civil Code, the right to claim for compensation of damages for which Wageningen UR is liable will lapse twelve months after the occurrence of the damages.

7.7

The provisions of this article are also applicable in the case of claims made by Customer for compensation of damages on the grounds of a right or obligation taken over by Wageningen UR from a third party.

Article 8 Intellectual and Industrial Property Rights

8.1

All copyrights and other intellectual or industrial property rights, as well as any related rights, including neighbouring rights and databank protection rights,

relating to the (Electronic) Goods and Services supplied by Wageningen UR, are the exclusive property of Wageningen UR. For the sake of this article 8, all third parties from whom Wageningen UR has received licences relating to the (Electronic) Goods and Services shall be considered to be the same as Wageningen UR.

8.2

Without prior written consent from Wageningen UR, Customer is not permitted to copy or publish, in whole or in part, the (Electronic) Goods and Services supplied by Wageningen UR, other than in cases explicitly and previously accepted by Wageningen UR.

8.3

None of the provisions of the Contract concluded between Wageningen UR and Customer or any following contracts are intended for the transfer of rights, in whole or in part, as meant in article 8.1, unless otherwise agreed to by parties in writing.

8.4

Customer is not permitted to make (have made) any changes or delete (have deleted) any declaration regarding the rights mentioned in article 8.1 or brands or trademarks of Wageningen UR in or on de (Electronic) Goods supplied, or relating to the (Electronic) Services provided.

8.5

Customer recognises the rights set out in article 8.1 and shall refrain from causing any (in)direct breach whatsoever, in particular a breach of articles 8.2, 8.3 and 8.4. In the event of a breach of article 8.1, Wageningen UR has the right to impose an immediately claimable fine up to a maximum of €100,000 Euro (one hundred thousand Euros). This fine may be imposed alongside any claims of compensation for damages suffered. In case of breach of intellectual property rights, Wageningen UR is also entitled to impose a fine of €2.500 for each day for the duration of the breach, without prejudice to its right to claim compensation for damages suffered.

Article 9 Right of Revocation

9.1

The provisions of article 9 are exclusively applicable to Distance Contracts concluded with Consumers.

9.2

Customer has the right to revoke the Contract, without stating a reason, within 14 days of the receipt date of the Goods. The revocation period for (Electronic) Services commences on the day after the Contract is concluded.

9.3

Consumer shall revoke the contract in writing (per letter/ email) sent to the address of the party mentioned in article 1.1. with whom the contract is concluded. The revocation declaration should be received by Wageningen UR within the term mentioned in article 9.2. Wageningen UR shall refund the amount paid within 14 days of a valid revocation.

9.4

In the event of revocation of the Contract, Consumer shall return all supplies undamaged, securely packaged and accompanied by the original transport document to the address of the Party mentioned in article 1.1. with whom the contract is concluded. All costs made in returning the supplies are for the account of the Customer. Shipping costs for returning the supplies, when not feasible per regular post, will be indicated when concluding the Contract.

9.5

Revocation as meant in article 9.2 is not possible for Contracts which relate to:

- a (Electronic) Goods and/or Services which are supplied according to the specifications of the Consumer;
- b (Electronic) Goods and/or Services which are clearly personal;
- c (Electronic) Goods which, because of their special nature, cannot be returned or (Electronic) Services which cannot be undone;
- d (Electronic) Services which have already commenced within the revocation period mentioned in article 9.2, after consent has been given by Consumer;
- e (Electronic) Goods which rapidly become obsolete;
- f sealed (Electronic) Goods which have been opened;
- g periodicals, including newsletters and reports;
- h digital deliveries not supplied by physical carrier, and for which the Consumer has given explicit consent to commence with the supply thereof before the revocation period has ended and of which Consumer is aware that it has lost its right to revoke.

Article 10

Returns and Complaints

10.1

Complaints regarding the supplied (Electronic) Goods and/or Services must be received in writing by Wageningen UR within 10 days of receipt of the (Electronic) Goods and/or Services by Consumer. Each complaint must be clearly outlined and addressed to the Party mentioned in article 1.1. with whom the Contract is concluded. In the event that the complaint is not clearly defined, the claim made to Wageningen UR relating to the supplied (Electronic) Goods and/or Services will lapse.

10.2

Complaints, which are complete and clearly outlined, regarding the implementation of the Contract should be received by Wageningen UR within reasonable time, or within 21 days at latest after the Customer has detected the defect.

10.3

Complaints filed shall be handled within 14 business days after the date of receipt thereof. If it appears that a complaint requires a longer process period, Wageningen UR shall provide confirmation of receipt within 14 days including an indication of when the Customer can expect a detailed reply.

10.4

In the event that Wageningen UR supplies damaged (Electronic) Goods or (Electronic) Goods not ordered by the Customer, then Customer retains the right to return the goods in the manner described in article 9.4 In such case, Wageningen UR shall refund the shipping costs to the Customer.

Article 11

Cancellation of courses or symposia

11.1

Wageningen UR retains the right to rescind a Contract with Customer in case of insufficient enrolment or the maximum number of participants is exceeded. If a course or symposium is rescinded by Wageningen UR, the payments already made by Customer will be refunded.

11.2

Customer has the right to rescind the Contract up to eight weeks before commencement of the course/symposium, unless another period is mentioned in the offer. Rescission after this period is not possible. Rescission should be made in writing to the address mentioned in the offer. Wageningen UR shall charge a cancellation fee of 10% of the amount owed. The provisions of this article shall not affect the revocation rights of a Consumer as described in article 9.

Article 12

Governing law and disputes

12.1

All Contracts are governed by Dutch Law.

12.2

All disputes, arising from or relating to a Contract, shall be judged exclusively by the competent court in Arnhem.

These General Terms and Conditions have been translated into English. If the English General Terms and Conditions show discrepancies with the Dutch version, the Dutch version is decisive.