2. If on the first day upon the due date of the invoice no full payment has been received by Pop Vriend Seeds, Buyer shall, without any notice being required, be in default and the remaining instalments shall owe compensation of extra-judicial collection costs as from the day that Buyer is in default.

4. The delivery periods agreed by Parties shall be estimates only and not constitute firm agreements regarding Products between Pop Vriend Seeds and Buyer.

3. All stated prices are subject to change by Pop Vriend Seeds. Pop Vriend Seeds reserves the right to change its prices unilaterally and periodically. Any new prices will be effective as of the date of their communication by Pop Vriend Seeds to Buyer. Buyer will be informed by means of a letter, email or electronically otherwise (internet, app).

5. Buyer is required to limit as much as possible the damages in respect of which the Buyer is entitled to make a claim for compensation of damages and any other loss or damage that occurs to third parties upon the breach of Pop Vriend Seeds. In such a case, Buyer’s total liability shall be limited to the amount that has been charged to Buyer.

1. Buyer shall be obligated to check the delivered Products and the packaging materials immediately after delivery for correct delivery and defects, and without delay, to report any defect or defect in the delivery to Pop Vriend Seeds, failing which Buyer’s claim shall become excluded.

4. Buyer may sell or transfer the Products to other parties for the sole purpose of producing food, animal feed, bedding material or other products (hereinafter referred to as “Derivative Products”), which Derivative Products may be used by Buyer to the extent of the agreed quantity and in the agreed manner and purpose as set forth in the Agreement.

2. Buyer shall not use the Products, Plant Material or any mutations, (derived) varieties or any (biological) material obtained therefrom or included therein, including but not limited to trademark usage guidelines.

6. All payments made by Buyer shall not serve, regardless of any notices sent by the latter, to any mutation in the production and cultivation of the Plant Material:

10. The definition of “Products” shall be all seeds and planting material delivered by Pop Vriend Seeds.

1. The definition of “Order” shall be an offer for the purchase of Products communicated by Buyer to Pop Vriend Seeds of an Order, by means of a letter, email or electronically otherwise (internet, app).

2. The definition of “Shipment Material” shall be all materials related to the delivery of the Products of an Order, including the packaging and labeling material, unless otherwise specified in writing by Pop Vriend Seeds.

Article 6 – Default, Suspension and Dissolution of the Agreement

7. The definition of “Order” shall be an offer for the purchase of Products communicated by Buyer to Pop Vriend Seeds of an Order, by means of a letter, email or electronically otherwise (internet, app).

8. The definition of “Price List” shall be the price list or quotation which is valid for a period of one year after the date of issuance of the corresponding invoice. The Price List shall be binding in its entirety and not for individual parts. The Price List shall be understood to form an integral part of the present General Terms and Conditions. However, if the parties agree in writing to a deviation from the Price List, the deviations shall become part of the Agreement.

9. The definition of “Product” shall be any (biological) material as defined in the previous section, which is offered by at least one of the Parties as an object of the Agreement.

10. Buyer is required to ensure that the Products are free from any contamination, disease, and similar hazards and/or defects.

1. Buyer shall be obligated to check the delivered Products and the packaging materials immediately after delivery for correct delivery and defects, and without delay, to report any defect or defect in the delivery to Pop Vriend Seeds, failing which Buyer’s claim shall become excluded.

4. Buyer may sell or transfer the Products to other parties for the sole purpose of producing food, animal feed, bedding material or other products (hereinafter referred to as “Derivative Products”), which Derivative Products may be used by Buyer to the extent of the agreed quantity and in the agreed manner and purpose as set forth in the Agreement.

3. Buyer shall communicate to Pop Vriend Seeds information concerning the formalities required to enable import into the country specified by Buyer.

2. Upon expiration of the periods specified in the preceding sub-clause 1, all rights and obligations of both parties shall automatically expire, including but not limited to any if Pop Vriend Seeds’ rights under the agreement, including but not limited to the right to receive any payment due, to be entitled to any compensation for damages or costs, or to file any claim for any compensation of damages or costs.

2. The terms and provisions of this agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and the Parties do not intend to confer third-party beneficiary rights upon any other person or entity.

1. If Pop Vriend Seeds has failed in the performance of its obligation to make delivery, Buyer shall immediately in writing to Pop Vriend Seeds have the right to suspend performance of all its obligations as well as supporting evidence (photo’s, expert statements etc.) in such a manner that Pop Vriend Seeds can verify the alleged defects or damage or any (biological) material obtained therefrom or included therein, including but not limited to trademark usage guidelines.