Article 1 – Definitions
1. The definitions and terms and conditions of “Pop Vriend Seeds” shall be Pop Vriend Vegetable Seeds b.v., with registered office in Alkmaar, registered with the Chamber of Commerce for Harderwijk under number 106673, hereinafter referred to as “Pop Vriend Seeds”, Pop Vriend Vegetable Seeds b.v., in its General Terms and Conditions;
2. The definition of “Buyer” shall be the natural person or legal entity entering into an agreement with Pop Vriend Seeds.

Article 2 – General Terms and Conditions
1. The definition of “General Terms and Conditions” shall be the current and future terms and trade practices, price lists, copyright, trademarks, design rights, variety rights, patent rights, plant patents, quality standards, agreements, and procedures to be applied by Pop Vriend Seeds (whenever called “General Terms and Conditions” or “Conditions”)
2. The definition of “Order Confirmation” shall be the written acceptance by Pop Vriend Seeds of an order placed by the Buyer, indicating all the relevant information about the delivery, the goods, and the prices
3. The definition of “Order” shall be any order placed by the Buyer with Pop Vriend Seeds that has not been confirmed in writing by Pop Vriend Seeds.
4. The definition of “Products” shall be all seeds and planting material delivered by Pop Vriend Seeds
5. The definition of “Reservation of Title” shall be stipulated in article 5.3
6. The definition of “Sell” shall be to put the Products into the disposition of the Buyer, without any title being transferred (or as a result of which the Buyer has no property interest in the Products)

Article 3 – Reservation of Title
1. Pop Vriend Seeds shall retain ownership of the Products until full payment has been made to Pop Vriend Seeds
2. The definition of “Purchaser” shall be the licensee to whom the Products are delivered under a license agreement.
3. The definition of “Licensee” shall be someone who has received the rights from Pop Vriend Seeds.
4. The definition of “License” shall be the agreement of transfer between Pop Vriend Seeds and Licensee.
5. The definition of “License Agreement” shall be the agreement that grants the Licensee the right to use the intellectual property rights as defined in the preceding sentence.

Article 4 – Obligations of the Seller and the Buyer
1. The definition of “Obligations of the Seller” shall be all acts that have to be performed by the Seller as a result of the agreement or for the proper performance of the agreement.
2. The definition of “Obligations of the Buyer” shall be all acts that have to be performed by the Buyer as a result of the agreement or for the proper performance of the agreement.
3. The definition of “General Terms and Conditions” shall be the current and future terms and trade practices, price lists, copyright, trademarks, design rights, variety rights, patent rights, plant patents, quality standards, agreements, and procedures to be applied by Pop Vriend Seeds (whenever called “General Terms and Conditions” or “Conditions”)
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7. The definition of “Reservation of Title” shall be stipulated in article 5.3
8. The definition of “Sell” shall be to put the Products into the disposition of the Buyer, without any title being transferred (or as a result of which the Buyer has no property interest in the Products)

Article 5 – Price of the Products
1. Pop Vriend Seeds may use the Product for the purpose of single commercial production or commercialization.
2. Pop Vriend Seeds may sell the Product to the Buyer for the purpose of single commercial production or commercialization.
3. Pop Vriend Seeds may sell the Product to the Buyer for the purpose of single commercial production or commercialization.
4. Pop Vriend Seeds may sell the Product to the Buyer for the purpose of single commercial production or commercialization.
5. Pop Vriend Seeds may sell the Product to the Buyer for the purpose of single commercial production or commercialization.

Article 6 – Delivery
1. Pop Vriend Seeds shall deliver to Buyer according to the Order Confirmation.
2. Any agreement to which Pop Vriend Vegetable Seeds B.V. is party shall be subject to the conditions set forth in the General Terms and Conditions.
3. The delivery of the Product shall be made to the Buyer. The risk of loss or damage to the Products shall be transferred to the Buyer at the moment of delivery.

Article 7 – Default, Suspension and Dissolution of the Agreement
1. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.
2. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.
3. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.

Article 8 – Default, Suspension and Dissolution of the Agreement
1. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.
2. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.
3. If Buyer fails to make any of the obligations under the agreement, Pop Vriend Seeds shall be entitled to suspend the performance.

Article 9 – Intellectual Property
1. Pop Vriend Seeds shall afford Pop Vriend Seeds, or persons authorised by the latter, on demand or without notice, all reasonable assistance and cooperation, from the moment of this failure.
2. Pop Vriend Seeds shall afford Pop Vriend Seeds, or persons authorised by the latter, on demand or without notice, all reasonable assistance and cooperation, from the moment of this failure.
3. Pop Vriend Seeds shall afford Pop Vriend Seeds, or persons authorised by the latter, on demand or without notice, all reasonable assistance and cooperation, from the moment of this failure.