

Mainfreight operates on behalf of John Deere as seller, fulfilment and payment provider

## General Terms and Conditions

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### Article 1 - Definitions

The terms used in these general terms and conditions are defined as follows:

1. **Supplementary contract:** a contract under which the consumer acquires products, digital content and/or services in connection with a distance contract and such products, digital content and/or services are supplied by the company or a third party on the basis of an understanding between that third party and the company
2. **Cooling-off period:** the period during which the consumer may exercise his/her cancellation right
3. **Consumer:** a natural person engaging in activities other than those which constitute his/her business, craft or profession
4. **Day:** one calendar day
5. **Digital content:** data generated and supplied in digital form
6. **Long-term contract:** a contract under which a party regularly supplies products, services and/or digital content for a specific period
7. **Durable data-storage medium:** any means of data storage - including, but not limited to, e-mail - that enables the consumer or company to store information addressed to him/her/it personally in a manner that allows future recovery or use for a period related to the purpose of such information, and that allows unchanged reproduction of the stored information
8. **Cancellation right:** the consumer's right to cancel the distance contract within the cooling-off period
9. **Company:** a natural person or legal entity that offers products, digital content and/or services (or access to the same) for sale at distance
10. **Distance contract:** a contract formed between the company and the consumer in the context of an organised system for distance selling of products, digital content and/or services, involving, up to and including the point of formation of the contract, exclusive or additional use of one or more technologies for communications at distance
11. **Technology for communications at distance:** the means by which a contract can be formed without the consumer and the company having to be in the same physical space at the same time

### Article 2 - Identity of the company

Mainfreight Logistic Services Netherlands B.V.  
Brede Steeg 1, 7041 GV 's-Heerenberg, the Netherlands  
E-mail address: [jdm-support@mainfreight.com](mailto:jdm-support@mainfreight.com)  
Chamber of Commerce number: 09043843  
VAT registration number: NL0042.02.004.B01  
Telephone: +31 314 67 1606

The Customer Care Centre can be contacted on work days from 9:00 - 12:30 and from 13:30 - 17:00.



### **Article 3 - Scope**

1. These general terms and conditions apply to all offers made by the company and to all distance contracts between the company and consumers.
2. Consumers must have access to these general terms and conditions before a distance contract is formed. In situations in which this is not practicable, the company shall specify the conditions under which the general terms and conditions can be consulted at the company's premises and make clear that the terms and conditions can be sent to the consumer as soon as possible, free of charge.
3. Contrary to the terms of the previous section, if the distance contract is formed by electronic means, these general terms and conditions may be made available to the consumer by electronic means, in advance of formation of the contract, so that the consumer is able to store them easily on a durable data-storage medium. In situations in which this is not practicable, it must be made clear prior to formation of the distance contract where the general terms and conditions can be consulted by electronic means, and that they will be sent to the consumer, on request, by electronic or other means, free of charge.
4. Where specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third sections shall apply *mutatis mutandis* and in the event of a conflict between the two sets of terms and conditions the consumer may invoke the term that is most favourable to him/her.

### **Article 4 - The offer**

1. The fact that an offer has a limited period of validity or is subject to specific conditions must be specifically stated in the offer.
2. The offer shall comprise a full and accurate outline of the products, digital content and/or services on offer. The outline must be sufficiently detailed that it is possible for the consumer to make a proper assessment of the offer. Where the company uses illustrations, they must be faithful representations of the products, services and/or digital content on offer. Obvious errors and mistakes in the offer are not binding.
3. Offers shall include information notifying the consumer of the rights and obligations attached to acceptance of an offer.

### **Article 5 - The contract**

1. Subject to the terms of section 4, contracts are formed when the consumer accepts the offer and complies with the terms and conditions that apply.
2. Where the consumer accepts the offer by electronic means, the company shall immediately confirm receipt of acceptance of the offer by electronic means. Where receipt of said acceptance is not confirmed by the company, the consumer may cancel the contract.
3. Where the contract is formed by electronic means, the company shall adequately ensure that any data transferred is subject to suitable technical and organisational security measures, and a secure web environment. Where the consumer has the option of making payment by electronic means, the company shall take suitable security measures.
4. Within the boundaries of the law, the company may take steps to make sure that the consumer can meet his/her payment commitments, and investigate all facts and factors necessary to make an informed decision when forming the distance contract. Where such a test gives the company reason to believe that it would be inadvisable to form a contract, it may refuse to form a contract, or attach special terms and conditions to performance, but must specify the reasons for doing so.
5. No later than on delivery of the product, or provision of the service or digital content to the consumer, the company shall provide the following information, either in writing or in such a way that it can be stored by the consumer on a durable data-storage medium:



- a. the physical address of the company's place of business to which the consumer can address any complaints
  - b. the terms and conditions under which the consumer may exercise his/her cancellation right and how to proceed, where appropriate, or clear confirmation that this right is not available
  - c. information relating to warranties and after-sales service
  - d. the price, including all tax on the product, service or digital content; where applicable, the costs of delivery; and the manner of payment, delivery or performance of the distance contract
  - e. the requirements for termination of the contract, where the contract has a fixed term in excess of one year or is for an indefinite term
  - f. where the consumer has a cancellation right, the standard cancellation form.
6. In the case of a long-term transaction the term referred to in the previous section applies solely to the first consignment.

## **Article 6 - Cancellation rights**

### *For products:*

1. The consumer has a cooling-off period of at least 14 days in which he/she may cancel a contract for the sale of a product without specifying a reason. The company may enquire as to the reason for cancellation, but the consumer is not required to reveal the reason(s).
2. The cooling-off period referred to in section 1 begins on the day after the consumer, or a third party nominated by the consumer (other than the freight forwarder), receives the product, or:
  - a. if the consumer orders more than one product in the same consignment: the day on which the consumer or the third party nominated by him/her receives the last product. On condition that it clearly notifies the consumer of this in advance of the order process, the company may refuse an order for more than one product with different delivery dates.
  - b. where delivery of a product comprises more than one consignment or component: the day on which the consumer or the third party nominated by him/her receives the last consignment or component.
  - c. in the case of contracts for regular consignments of products for a fixed period: the day on which the consumer or the third party nominated by him/her receives the first product.

### *For services and digital content not supplied on a tangible data-storage medium:*

3. The consumer may cancel a contract for services or a contract for the provision of digital content not supplied on a tangible data-storage medium within 14 days without specifying a reason. The company may enquire as to the reason for cancellation, but the consumer is not required to reveal the reason(s).
4. The cooling-off period referred to in section 3 starts on the day that follows formation of the contract.

### *Extended cooling-off period for products, services and digital content not supplied on a tangible data-storage medium in the event of failure to notify of cancellation right*

5. If the company fails to give the consumer the information on his/her cancellation right or to provide the consumer with the standard cancellation form as required by law, the cooling-off period will run until twelve months after the end of the original period in accordance with the above sections of this article relating to the cooling-off period.
6. If the company provides the consumer with the information referred to in the previous section within twelve months of the start date of the original cooling-off period, the cooling-off period will end 14 days after the day on which the consumer received the information.

## **Article 7 - Obligations of the consumer during the cooling-off period**

1. The consumer shall treat the product and its packaging with care during the cooling-off period. He/she shall only unpack the product or use it to the extent necessary to establish the nature and features of the product, and that it works. The underlying principle in this respect is that the consumer may use and inspect the product only as he/she would be permitted to do in a shop.
2. The consumer is solely liable for reduction in the value of the product resulting from handling the product in a way that goes further than permitted under the terms of section 1.
3. The consumer is not liable for reduction in the value of the product if the company fails to provide him/her with the information on his/her cancellation right as required by law in advance of or at the time of formation of the contract.



### **Article 8 - The consumer's cancellation right and associated costs**

1. Where the consumer invokes his/her cancellation right, he/she must notify the company of this within the cooling-off period, using the standard cancellation form or another unambiguous form of notification.
2. The consumer must return the product by post or deliver it in person to the company (or its representative) as soon as possible, but within 14 days of the day following the notification referred to in section 1. This is not required where the company offers to collect the product. The consumer shall be deemed to have adhered to the deadline for returning the product where he/she sends the product back before the cooling-off period has expired.
3. The consumer must return the product including all accessories supplied, where possible in original condition and packaging, and in compliance with the company's reasonable and clear-cut instructions.
4. The risk and burden of proof for having exercised the cancellation right properly and within the cooling-off period rests with the consumer.
5. The consumer must pay the direct costs of returning the product. Where the company fails to notify the consumer that it must pay these costs or if the company specifies that it will bear the costs itself, the consumer does not have to pay the costs of returning the product.
6. Where the customer cancels, having first expressly asked for the service to be provided or gas, water or electricity to be delivered although not 'packaged' for sale in discrete units or volume and received the service or delivery during the cooling-off period, the consumer shall owe the company an amount proportional to the part of the obligation met by the company at the time of cancellation, relative to fulfilment of the obligation as a whole.
7. The consumer shall not be liable for the cost of providing services or delivery of water, gas or electricity to be delivered, although not 'packaged' for sale in discrete units or volume, or delivery of district heating, if:
  - a. the company fails to give the consumer the information on his/her cancellation right or on compensation in the event of cancellation or fails to provide the standard cancellation form, or
  - b. the consumer has not explicitly asked for delivery of gas, water, electricity or district heating to start during the cooling-off period.
8. The consumer shall not be liable for any costs relating to full or partial delivery of digital content not supplied on a tangible data-storage medium, if:
  - a. he/she did not expressly consent to starting performance of the contract before the end of the cooling-off period in advance of delivery,
  - b. he/she did not acknowledge that he/she would lose his/her cancellation right due to giving permission, or
  - c. the company fails to acknowledge receipt of the consumer's statement.
9. Where the consumer exercises his/her cancellation right, any supplementary contracts shall be cancelled automatically.

### **Article 9 - Obligations of the company in the event of cancellation**

1. Where the company offers the option of exercising the cancellation right by electronic means, it shall immediately confirm receipt of the cancellation notification.
2. The company shall reimburse the consumer for all costs incurred, including any delivery costs charged by the company for the returned product, and do so immediately or within 14 days of the day following that on which the consumer informed it of cancellation. Except where the company offers to collect the product itself, it may defer repayment until receipt of the product or until the consumer shows that he/she has sent the product back, whichever is sooner.
3. The company shall use the same means of payment for reimbursing costs as that used by the consumer, except where the consumer consents to another method. The consumer will not be charged for such reimbursement.
4. Where the consumer chooses a more expensive method of delivery than the cheapest delivery method available, the company does not have to reimburse the additional costs of using the more expensive method.

### **Article 10 - Exemption from the cancellation right**

The company may exclude the following products and services from the consumer's cancellation right, although solely where the company states this clearly in its offer or, at any rate, in good time before formation of the contract:



1. Products or services for which the price is subject to fluctuations on the financial markets on which the company has no influence that may arise during the cooling-off period.
2. Contracts that are formed during a public auction. A public auction is a method of sale in which products, digital content and/or services are offered by the company to the consumer, who is present in person or has the opportunity of attending the auction in person, overseen by an auctioneer, where the successful bidder is obliged to buy the products, digital content and/or services.
3. Contracts for services, on completion of the service, but solely where:
  - a. performance commenced with the express prior permission of the consumer; and
  - b. the consumer has acknowledged that he/she will lose his/her cancellation right once the company has completed performance of the contract.
4. Package travel as referred to in Book 7, Article 500 of the Dutch Civil Code, and contracts for passenger transport.
5. Contracts for services for providing accommodation, where the contract envisages a particular date or period for performance and a use other than residential, carriage of goods, car hire and catering.
6. Contracts relating to use of leisure time, where the contract envisages a particular date or period for performance of the same.
7. Products custom-made for the consumer that are not pre-fabricated and are manufactured on the basis of individual specifications or a decision made by the consumer or products that are clearly meant for a specific person.
8. Perishables or products with a limited shelf life.
9. Sealed products not suitable to be returned for reasons of public health protection or hygiene, where the seal has been broken following delivery.
10. Products that, due to their nature, have been irrevocably mixed with other products following delivery.
11. Alcoholic drink with an agreed price at the point of formation of the contract, although delivery can only be made after a period of 30 days and the actual value of which depends on fluctuations on the markets on which the company has no influence.
12. Sealed audio and video recordings and computer software, the seal of which has been broken following delivery.
13. Newspapers, periodicals or magazines, with the exception of subscriptions for the same.
14. The delivery of digital content other than on a tangible data-storage medium where:
  - a. performance commenced with the express prior permission of the consumer; and
  - b. the consumer has stated that he/she is aware that he/she has lost his/her cancellation right.

#### **Article 11 - The price**

1. The prices of the products and/or services on offer shall not be increased for the period of validity referred to in the offer, except where prices change as a result of alterations in VAT rates.
2. Contrary to the terms of the previous section, the company may offer products or services with prices linked to fluctuations in financial markets on which the company has no influence at variable prices. The fact that these prices are linked to fluctuations and that any listed prices should thus merely serve as a guideline must be stated in the offer.
3. Price rises within 3 months of formation of the contract are permitted solely where they are the result of statutory schemes or provisions.
4. Price rises from a point 3 months after formation of the contract are permitted only where the company has stipulated this and:
  - a. they are the result of statutory schemes or provisions; or
  - b. the consumer has the authority to terminate the contract with effect from the day on which the price rise takes effect.
5. The prices of products or services listed in the offer include VAT.

#### **Article 12 - Performance and extra warranty**

1. The company warrants that the products and/or services comply with the terms of the contract, the specifications stated in the offer, the reasonable requirements relating to soundness and/or usability, and any existing statutory provisions and/or government regulations applicable on the date of formation of the contract. Where so agreed, the company also warrants that the product is suitable for use other than 'normal use'.



2. Any extra warranty offered by the company, its supplier, manufacturer or importer shall under no circumstances restrict the consumer's statutory rights under the contract, which he/she could enforce where the company is found to be in breach of contract.
3. An extra warranty includes obligations resting on the company, its supplier, importer or the manufacturer of the product, vesting in the consumer specific rights that stretch further than required by law in the event of the company, its supplier, importer or the manufacturer of the product being found to be in breach of contract.

#### **Article 13 - Delivery and order processing**

1. The company shall take the greatest possible care when receiving and processing orders for products, and when dealing with requests for the provision of services.
2. The place of delivery is the address that the consumer gives to the company.
3. Taking into account the terms of article 4 of these general terms and conditions, the company shall process accepted orders without delay, not exceeding a time frame of 30 days, except where a different delivery date has been agreed. Where delivery is delayed or where an order cannot be processed, or only be processed in part, the consumer shall be notified of this within 30 days of placing the order in question. In such cases the consumer may terminate the contract free of charge and may seek compensation for any loss.
4. Following termination under the terms of the previous section, the company shall immediately reimburse the amount paid by the consumer.
5. The risk of damage and/or loss of products rests with the company up to the point of delivery to the customer or to a representative nominated by the consumer in advance, except where a different arrangement has expressly been agreed.

#### **Article 14 - Long-term transactions: term, termination and extension**

##### *Termination:*

1. The consumer may terminate a contract for an indefinite term for regular delivery of products (including electricity) or provision of services at any time, subject to the agreed rules for termination and a notice period of at most one month.
2. The consumer may terminate a fixed-term contract for regular delivery of products (including electricity) or provision of services at any time with effect from the end of the fixed term, subject to the agreed rules for termination and a notice period of at most one month.
3. In respect of contracts referred to in the previous sections the consumer may:
  - give notice at any time, rather than being restricted to giving notice at a specific time or within a specific time frame
  - give notice at least in the same way as he/she formed the contracts
  - give notice with the same notice period as the company has stipulated for itself.

##### *Extension:*

4. A fixed-term contract for regular delivery of products (including electricity) or regular provision of services may not be tacitly extended or renewed for a fixed term.
5. Contrary to the terms of the previous section, a fixed-term contract for regular delivery of daily or weekly newspapers and magazines may be tacitly extended for a fixed term of at most three months, if the consumer has the option of terminating the contract at the end of the extended period, subject to a notice period of at most one month.
6. A fixed-term contract for regular delivery of products or services may be tacitly extended for an indefinite term only where the consumer has the option of terminating at any time, subject to a notice period of at most one month. In the event of a contract for regular delivery of daily or weekly newspapers and magazines, but with a frequency of less than once per month, the notice period shall be at most three months.
7. A short-term contract for regular delivery of daily or weekly newspapers and magazines as an introductory offer (a trial or introductory subscription) may not be tacitly extended. Contracts of this nature end automatically following expiry of the trial/introductory period.

##### *Duration:*

8. Where a contract has a fixed term in excess of one year, the consumer may terminate the contract at any time subject to a notice period of at most one month, except where termination in advance of the agreed fixed term would be unreasonable or unfair.



### **Article 15 - Payment**

1. Where not otherwise specified in the contract or supplementary terms and conditions, the consumer must pay any amounts owing within 14 days of the start of the cooling-off period or, in default of a cooling-off period, within 14 days of the formation of the contract. In the case of a contract for the provision of services, this period starts on the day after that on which the consumer receives confirmation of the contract.
2. Where products are sold to consumers, they may not, under any circumstances, be required to make down payments exceeding 50%. Where a down payment is stipulated, consumers may not enforce any rights in relation to the processing of the product(s) ordered or service(s) requested until the agreed down payment has been made.
3. Consumers are obliged to notify the company immediately of any errors in payment details that have been provided.
4. Where consumers fail to meet the deadline for payment(s), the company shall send a reminder, granting another 14 days. Should the consumer still be in default after this second deadline of 14 days, the company may charge statutory interest on the unpaid amount, plus any reasonable extrajudicial collection costs incurred. The collection costs referred to shall be no more than: 15% for amounts owing up to € 2500; 10% for the next € 2500 and 5% for the next € 5000, the minimum being € 40. The company may reduce the amounts and percentages at its discretion.

### **Article 16 - Complaints procedure**

1. The company has a complaints procedure which is sufficiently advertised, and deals with complaints according to this complaints procedure.
2. Complaints on the performance of the contract must be described and reported to the company clearly and in full within reasonable time of being identified.
3. Complaints submitted to the company will be answered within a period of 14 days, calculated from the date of receipt. Where a complaint requires a considerably longer time to be dealt with, the company will reply within the time limit of 14 days, acknowledging receipt and giving an indication of when the consumer can expect a more extensive answer.
4. The consumer must give the company at least four weeks to resolve the complaint to mutual satisfaction. After this deadline any complaint will qualify as a dispute.

### **Article 17 - Disputes**

1. Contracts between the company and the consumer to which these general terms and conditions apply are governed exclusively by Dutch law.

### **Article 18 - Supplementary or non-standard terms**

Supplementary terms or terms that differ from those in these general terms and conditions may not have a negative impact on the consumer and must be set out in writing or in such a way that they can be saved by the consumer in an accessible manner on a durable data-storage medium.

