

## **GENERAL TERMS and CONDITIONS (Yellow Agro)**

These general Terms and Conditions have been drawn up by Yellow Agro Foundation and have been lodged with the Netherlands chamber of Commerce for central Gelderland in Arnhem. These general terms and conditions apply to the express the Yellow Agro policy with clients, sponsors and or investors.

### **Privacy Statement & Policy**

We collect process and store data in accordance with the applicable data protection European regulations. All personal information saved at the web shop will be handled with the utmost confidentiality. The information stored will not be sold or used for any other purposes than ensuring the best service possible. Yellow Agro web is committed to protecting your privacy. We promise to keep all the information that you share with us confidential. If we modify this policy we will post a notice on our website.

“Yellow Agro” is allowed to receive donations or funds from private, organizations and government structures regarding the mission in sustainable agriculture worldwide.

### **ARTICLE 1 Definitions and Scope**

Background knowledge, all information which prior to the commencement of the sponsoring of the client or investor are owned by Yellow Agro. The client, sponsor and or investor has to know that confidential information are in the scope of the policy of Yellow Agro. Yellow Agro is the name and brand for Sustainable Agriculture Worldwide and become money by clients, sponsor or investor only.

.Any agreement between the client, sponsor and or investor is accepted by Yellow Agro in writing, within a reasonable period of time. Funds paid by client, sponsor or investor are non limited and can be paid by Bank Transfer and or Credit Card payment on our websites. Any funds done by the client, sponsor of investor can be rejected by Yellow Agro founder when the purpose is not clear. The client, sponsor and or investor cannot claim the money back after it is send to the accounts of Yellow Agro with permission.

### **ARTICLE 2 Offers, Contract**

An offer may be revoked by Yellow Agro unless a term of acceptance is specified. The contract will be carried out in accordance with the description of activities in the plan, included all changes agreed there to in writing.

### **ARTICLE 3 Performance**

Yellow Agro is not obliged to commerce the work as Foundation. Any funding is used for the purpose of Yellow Agro to promote sustainable agriculture worldwide.

### **ARTICLE 4 Payments and Employees**

Yellow Agro have the right to replace any employee any time according the law of the country of each project. All workers who work and assist for the Yellow Agro Foundation projects are volunteers and have no right for compensation from the yellow Agro Foundation, only when this is written in agreements of labor.

Payments to Yellow Agro are in EURO and or USD at several Bank Accounts worldwide.

Invoices issued by Yellow Agro must be paid by 10 working days of the invoice date. Yellow Agro retains the right to increase the amount invoiced by charging contractual interest at a rate of one a quarter percent (1.25%) per 10 days or part thereof. Until such times as payment has been in fully by the client, sponsor or investor, Yellow Agro, retains ownership of all funds supplied to the client, sponsor or investor under the contract. Yellow Agro must be paid in full according the deal of the agreement. Yellow Agro can own the funds and not needed to pay back when the client, sponsor or investor not paid the full amount accordance the agreement with yellow Agro in terms and date.

#### **ARTICLE 6     Rights to results**

Yellow Agro have no any responsibility to the client, sponsor or investor when any project are implemented according the comment targets and goals. Yellow Agro goal is to realize project worldwide in accordance with sustainable agriculture only.

#### **ARTICLE 7     Protection of knowledge**

Insofar as the results are eligible for any project implementation or any intellectual property protecting Yellow Agro is entitled to secure these properties rights in its name as its own expense.

#### **ARTICLE 8     Liability, force majeure, disputed**

The total liability of Yellow Agro for loss or damages suffered by extern and extreme situations worldwide (force majeure) is limited to any clients, sponsor or investor. The client, sponsor or investor can never claim money back from Yellow Agro without permission from the founder. This is the same by canceled projects or projects which are under pressure by governments or extreme situations and or violence.

***Any disputed by a client, sponsor or investor are governed by Dutch law and judged by competent court in Arnhem.***