

## **Terms and conditions**

*The General Terms and Conditions were last updated on August 16, 2024*

### **1. Introduction**

These terms and conditions apply to this website and to transactions relating to our products and services. You may be bound by additional contracts relating to your relationship with us or to products or services you receive from us. If any provisions of the Additional Agreements conflict with any provisions of these Terms, the provisions of those Additional Agreements will prevail.

### **2. Binding nature**

By registering, accessing or otherwise using this Website, you hereby agree to be bound by these Terms and Conditions set forth below. The mere use of this website implies knowledge and acceptance of these Terms and Conditions. In certain cases, we may also ask you to expressly agree to them.

### **3. Intellectual property**

We or our licensors own and control all copyright and other intellectual property rights in the Website and the data, information and other resources displayed or accessible on the Website.

#### **3.1 Creative Commons**

The content of this website is available under a license unless otherwise stated.

### **4. Newsletter**

Notwithstanding the above, you may forward our newsletter in electronic form to other people who may be interested in visiting our website.

### **5. Third party property**

Our website may contain hyperlinks or other references to other parties' websites. We do not monitor or review the content of other parties' websites linked to from this website. Products or services offered by other websites are subject to the terms and conditions of those third parties. We do not necessarily share or endorse any opinions or materials expressed on these websites.

We are not responsible for the privacy practices or the content of these websites. You assume all risks associated with the use of these websites and related third party services. We accept no responsibility for any loss or damage of any kind arising from your disclosure of personal data to third parties.

### **6. Responsible use**

By visiting our website, you agree to use it only for the purposes intended and permitted by these Terms, additional agreements with us and applicable laws, regulations and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute material that consists of (or is linked to) malicious computer software. Use data collected on our website for direct marketing activities or carry out any systematic or automated data collection activities on or in relation to our website.

Participate in any activity that causes or may cause damage to the Website or interfere with the performance, availability or accessibility of the Website is strictly prohibited.

### **7. Right of refund and return**

## 7.1 Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. a letter sent by post, fax or e-mail). You can find our contact details below. You may use the attached model withdrawal form, but it is not obligatory.

If you use this option, we will immediately send you a confirmation of receipt of such withdrawal on a durable medium (e.g. by e-mail).

In order to comply with the withdrawal period, it is sufficient that you send your notification of exercising your right of withdrawal before the withdrawal period expires.

## 7.2 Effects of the withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery costs (with the exception of additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method offered by you), without delay and in any case no later than 14 days from the day on which we are informed of your decision to withdraw from this contract. We will make this refund using the same means of payment that you used for the original transaction, unless you have expressly agreed otherwise. In any case, no fees will be charged for this refund.

You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

Please note that there are some legal exceptions to the right of withdrawal and therefore some items cannot be returned or exchanged. We will inform you if this applies in your specific case.

## 8. submission of ideas

Do not submit any ideas, inventions, works of authorship or other information that may be considered your own intellectual property that you wish to present to us unless we have previously signed an intellectual property agreement or a non-disclosure agreement. If you provide this to us without such a written agreement, you grant us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## 9. Termination of use

We may, in our sole discretion, modify or discontinue, temporarily or permanently, access to the Website or any service on the Website at any time. You agree that we shall not be liable to you or any third party for any such modification, suspension or discontinuance of your access to or use of the Website or any Content you may have shared on the Website. You will not be entitled to any compensation or other payment even if certain features, settings and/or content that you have contributed or relied upon are permanently lost. You may not circumvent or attempt to circumvent any access restriction measures on our website.

## 10. Warranties and liability

Nothing in this section shall limit or exclude any warranty implied by law which it would be unlawful to limit or exclude. This website and all content on the website is provided "as is" and "as available" and may include inaccuracies or typographical errors. We expressly disclaim any express or implied warranty of any kind as to the availability, accuracy or completeness of the content. We make no warranty that:

This website or our content will meet your requirements.

This website will be uninterrupted, timely, secure or error-free.

The following provisions of this section apply to the maximum extent permitted by law and do not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or exclude our liability. In no event will we be liable for any direct or indirect damages (including damages for loss of profits or revenue, loss of or damage to data, software or database, or loss of or damage to property or data) suffered by you or any third party arising out of your access to or use of our website.

### **11. privacy**

In order to access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that all information you provide will always be accurate, correct and up to date.

We have developed a policy to address any privacy concerns. For more information, please see our Privacy Statement and our Cookie Policy.

### **12. accessibility**

We are committed to making the content we provide accessible to people with disabilities. If you have a disability/impairment that prevents you from accessing any part of our website, we ask that you send us a message with a detailed description of the problem you are experiencing. If the problem can be easily identified and resolved using industry standard information technology tools and techniques, we will resolve it promptly.

### **13. Export Restrictions / Compliance with Laws**

Accessing the Site from territories or countries where the content or purchase of products or services sold on the Site is illegal is prohibited. You may not use this website in violation of the export laws and regulations of Germany.

### **14. Assignment**

You may not assign, transfer or sub-contract any of your rights and/or obligations under these terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this section shall be null and void.

### **15. Breaches of these General Terms and Conditions**

Notwithstanding our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the Website and contacting your internet service provider to request that they block your access to the Website and/or take legal action against you.

### **16. force majeure**

Except for the obligation to pay, any delay, default or omission by a party in the performance or observance of any of its obligations under this Agreement shall not be deemed a breach of these Terms and Conditions if and so long as such delay, default or omission is due to any cause beyond the reasonable control of that party.

### **17. indemnification**

You agree to indemnify, defend and hold us harmless from and against any and all claims, liabilities, damages, losses and costs relating to your breach of these Terms and Conditions and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses in connection with or arising from such claims.

## **18. waiver**

The failure to enforce any of the provisions of these Terms and Conditions and any Agreement or the failure to exercise any option to terminate shall not be deemed a waiver of such provisions and shall not affect the validity of these Terms and Conditions or any such Agreement or any part thereof or the right thereafter to enforce each and every provision.

## **19. language**

These Terms and Conditions shall be interpreted and construed in English only. All notices and correspondence will be in that language only.

## **20. complete agreement**

These Terms and Conditions, together with our privacy statement and cookie policy, constitute the entire agreement between you and agriportance GmbH in relation to your use of this website.

## **21. Updating these Terms and Conditions**

We may update these Terms and Conditions from time to time. You are required to check these Terms and Conditions regularly for changes or updates. The date stated at the beginning of these Terms and Conditions is the last revision date. Changes to these Terms and Conditions will become effective as soon as such changes are posted on this website. Your continued use of this website following the posting of any changes or updates will be deemed to indicate your agreement to abide by and be bound by these Terms and Conditions.

## **22. Choice of law and jurisdiction**

These Terms and Conditions are governed by the laws of Germany. The courts of Germany shall have jurisdiction over all disputes arising in connection with these Terms and Conditions. If any part or provision of these Terms and Conditions is found by any court or other authority to be invalid and/or unenforceable under applicable law, that part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to effectuate the intent of these Terms and Conditions. The remaining provisions shall remain unaffected.

## **23. contact information**

This website is owned and operated by agriportance GmbH.

You can contact us about these terms and conditions in writing or by email at the following address:

agriportance GmbH, Lippstädter Straße 54, Businessdock Gebäude F, 48155 Münster,  
Deutschland

E-Mail: [info@agriportance.com](mailto:info@agriportance.com)

## **24. download**

You can also download our Terms and Conditions as a PDF.