

General terms and conditions Voermeesters B.V.

1. These general terms and conditions apply to all legal relationships, such as contracts, proposals or quotes, between **Voermeesters B.V.** (hereafter: 'Voermeesters') on the one hand, and any natural or legal person (hereafter: 'customer') on the other, with regard to the provision of goods or services. These conditions can also be invoked by employees of Voermeesters, by third parties who are engaged by Voermeesters or by parent or sister companies to or subsidiaries of Voermeesters. The general terms and conditions of customers shall not be applied by Voermeesters.
2. Offers provided by Voermeesters are no-obligation, unless stated otherwise. Contracts shall be created by means of a confirmation by Voermeesters by email or post or upon the actual commencement of delivery or execution by Voermeesters.
3. If delivery is for the account of Voermeesters, the delivered items are for the account and risk of the customer from the moment of unloading. Lead times that have been indicated or agreed do not constitute mandatory limits, unless agreed otherwise. Voermeesters may deliver in batches.
4.
 - a. A customer must thoroughly and expertly inspect the goods upon delivery.
 - b. Visible defects must be reported to Voermeesters, in writing and with reasons, within 7 days of delivery or execution of the service. Invisible defects must be reported to Voermeesters, in writing and with reasons, within 7 days of the moment at which the customer could reasonably be expected to have discovered the fault(s), with a limit of six months after delivery or the execution of the service.
 - c. If the defects are not reported in good time and in writing, the customer's rights with respect to the goods or services shall be annulled.
 - d. Deviations and variances relating to supplied goods, that fall within the trade users' reasonable production or weight tolerances or which are specific to a natural product according to the sales details, shall not qualify as shortfalls.
 - e. Items delivered that do not display a defect at the time of their delivery cannot be returned.
5. Payment must be made to Voermeesters before or on the expiry date indicated on the invoice, without any offsetting, reductions and/or suspensions, by means of transfer to the bank account provided by Voermeesters. If the full amount is not paid on the due date, the customer shall be considered to have legally defaulted. From that moment, the customer shall owe statutory corporate interest on the primary sum and shall be obliged to pay all legal and non-legal costs associated with collecting the debt.
6. Voermeesters retains the ownership rights for the goods it supplies. If an invoice from Voermeesters relating to supplied goods or services is not paid in good time, or Voermeesters has a claim against a counter-party as a result of a failure to fulfil a contract, or Voermeesters has good grounds for fearing that the customer will not fulfil this contract, Voermeesters may request the return of the items it has supplied. The customer may not provide the items to another, transfer them or use them as collateral as long as ownership has not transferred to the customer, except in the normal operations of his company. The customer shall agree in advance that his claim(s) against Voermeesters may be offset against the claim(s) of any parent/sister company or subsidiary of Voermeesters against the customer. The customer cannot assign its claims against Voermeesters on any grounds to a third party. Such claims are expressly not assignable. This provision has effect under property law in the sense of section 83, paragraph 2 of Book 3 of the Civil Code.
7. If the customer fails to comply with any obligation arising out of the contract on time or in full, or in the event of (an application for) bankruptcy, payment suspension, receivership, closure or liquidation of the customer's business, Voermeesters is entitled, without any obligation to provide compensation and without prejudice to its further rights, to annul the contract in part or in full, or suspend the ongoing implementation thereof. In these cases, Voermeesters is entitled to request the immediate payment of all outstanding debts.
8. If Voermeesters cannot fulfil a contract on time or in full due to circumstances beyond its control, this shall be regarded as force majeure. In this case, Voermeester is not liable for any resulting damages due to the failure to comply, on time or in full, with the contract. Force measure is understood to mean (i) the lack of timely delivery from Voermeesters' suppliers, (ii) defectiveness of third parties' goods, equipment, software or materials used by Voermeesters, (iii) government measures, (iv) power disruption, (v) war, (vi) sit-ins, (vii) strikes, (viii) general transport problems, (ix) outbreak of a (veterinary) disease, (x) the unavailability of one or more Voermeesters employees for any reason.
9. In the event of damages as a result of a contract with Voermeesters, the following shall apply:
 - a. Voermeesters is not liable if the damage is the result of (1) a supplied item which has not undergone any processing or has been produced to the customer's prescription, (2) an obligatory government process, (3) services and/or advice that are provided free of charge, (4) inaccurate and/or incomplete details supplied by the customer and/or (5) the use of items or services in a manner that contradicts the instructions and/or advice provided by Voermeesters.
 - b. If the damage is caused by a defective item supplied by Voermeesters or a service or advice that has been provided (and charged for) by Voermeesters, Voermeesters' liability shall be limited to the direct loss and to a maximum of the invoice value for the relevant service or item, with a ceiling of €45,000.
 - c. Direct loss refers to loss which is the immediate and exclusive result of the use of the supplied item in accordance with its nature and intended use, and thereby not the lost profits, lost savings, loss caused by business interruption and other consequential loss, *inter alia*.
10. All customers' entitlements to claim against Voermeesters will expire one year after the entitlement to claim arises, unless the claim(s) has already been submitted to the competent court within that period.
11. Voermeesters administration shall serve as evidence, unless the customer can provide evidence to the contrary.
12. Voermeesters and the customer will process personal data in an appropriate and careful manner in accordance with the statutory regulations under the General Data Protection Regulation. Voermeesters will act in accordance with the privacy statement that can be found on the website. The customer indemnifies Voermeesters against the administrative sanctions imposed on Voermeesters in connection with the processing that Voermeesters carries out in the performance of the contract.
13. All contracts with Voermeesters shall be governed by Dutch law. Any appeals to the Vienna Sales Convention shall be excluded. All disputes between Voermeesters and the customer shall, in the first instance, exclusively be settled by the Gelderland court (in Arnhem).

These provisions shall apply from 1 September 2021 and supersede all previous General terms and conditions.