

GENERAL DELIVERY TERMS AND CONDITIONS

1. Introduction

These delivery terms and conditions are part of each and every agreement in respect of which Sonneveld Group B.V. acts as the seller or the contractor. Unless expressly stipulated otherwise in writing, the present delivery terms and conditions are applicable to all deliveries and they prevail over deviating purchase terms and conditions of buyers. Sonneveld Group B.V. is hereinafter referred to as: the 'supplier'.

2. Deviation from these delivery terms and conditions is only possible in writing and signed.
3. An agreement is only concluded when the supplier confirms the same to the other party in writing or when the supplier has made a start with the implementation thereof.
4. Unless expressly stipulated otherwise, the delivery takes place ex works as defined in the Incoterms.
5. Each and every delivery is deemed to represent the implementation of an independent sale and purchase agreement.
6. The delivery times stipulated by and between the supplier and the other party are approximate only. The other party cannot derive any rights from this. If it has been stipulated that the other party shall pick up (have picked up) the purchased goods this must always take place at the stipulated day / time.
7. The quality is assessed on the basis of the requirements that must be imposed on the goods according to common practice at the time of delivery. At the request of the other party the supplier shall provide a so called datasheet to which reference can be made upon the assessment of the quality. The supplier does not accept liability for errors in the datasheet resulting from translation, printing and/or typesetting errors.
Changes in recipes, which do not have an adverse effect on the functionality of the products, can be applied by the supplier without the same resulting in any compensation for damages.
8. Upon delivery by the supplier the other party is obliged to inspect as to whether the products comply with the agreement. Should this not be the case then the other party cannot rely on non-conformity if the same did not forthwith, however in any case within eight working days after the time of receipt of the goods, inform the supplier accordingly in writing stating the best before date and the batch number.
9. Complaints about the shelf-life as also about invisible defects of goods delivered by the supplier must be submitted to the supplier by the other party in writing no later than the best before date specified on the packing and, failing a best before date, within three working days after the defect became or could within reason have become known to the other party, in both instances stating the possible best before date and the batch number. The supplier must be given sufficient opportunity to forthwith convince itself of the justness of the complaints.
Complaints about the best before date are not possible when the latter falls more than 30 days after the delivery date of the goods.

10. Return shipments are not allowed without the express permission of the supplier. With regard to products in respect of which a complaint has been filed the instructions of the supplier how to handle must be followed accurately.
The supplier shall by no means be obliged to take back the returned goods. If the supplier granted permission for a return shipment the associated costs shall be at the expense of the buyer. The possible reimbursement for the returned goods is determined by the supplier on the basis of the status of the product.
11. The warranty for delivered goods is limited to production errors in which instance the supplier is exclusively obliged to replace the incorrect goods, provided the defect has timely been reported to the supplier. The best before date is only warranted by the supplier if the other party complies with the storage conditions specified on the packing.
12. The liability of the supplier by virtue of the agreement is expressly limited to the warranty obligation specified in article 10.
13. The following is – to the extent that mandatory provisions do not imply otherwise – applicable to damages deriving from or connected with deliveries by or on behalf of the supplier to or on account of the other party – all in the broadest sense – for which the supplier can legally be held liable:
 1. only consequential damages of which the other party demonstrated that they are the result of a circumstance or event for which the supplier can legally be held liable qualify for compensation, however up to a maximum of € 250,000.00, to the extent that they are recognised and compensated by the insurer of the supplier;
 - 2a) damages, to the extent that they consist of lost profit or reduced income, shall by no means qualify for compensation;
 - 2b) other damages to the delivered goods are compensated up to the net invoice value (i.e. the gross invoice value minus the VAT and possible other official duties, minus discounts, bonuses and graduated discounts offered on the invoice) – of the delivery to which the damages are related – with the understanding that compensation for these damages shall never exceed the actual consideration paid for the relevant delivery by the other party;
 3. the compensation intended under 2b is applicable to all claims combined deriving from a delivery to which the damages are related;
 4. it is not allowed to set possible claims vis-à-vis the supplier off against other claims.
14. The other party indemnifies the supplier against any and all claims of third parties who allege to have incurred damages as a result of a good delivered to the other party by the supplier.
15. Invoices of the supplier must be paid in the manner indicated by the supplier within 30 days after the date of the invoice. The payment must take place in the currency specified on the invoice and without settlement, discount or suspension. In case of untimely payment all payment obligations of the other party, regardless of the fact as to whether the supplier has already invoiced in connection therewith, immediately fall due.
16. In case of untimely payment the other party shall without further notice of default be required to pay the legal interest for business transactions (commercial legal interest) as from the due date of the invoice and the judicial and extrajudicial collecting costs to be incurred by the supplier which are hereby set at 15% of the invoice amount, with a minimum of € 250.00.

17. The goods remain the property of the supplier until they have fully been paid.
18. As long as the title of the goods did not transfer to the other party the latter cannot vest a pledge on these goods (claims) or grant any right to these goods to third parties or sell, mix, process or treat the same.
19. If the other party refuses or fails to take receipt of the goods sold to the same or to timely comply with its payment obligations, the supplier shall be entitled to dissolve the agreement by means of a corresponding notice and without prior notice of default. To the extent that any claim of the supplier vis-à-vis the other party in connection with an earlier or later agreement has not been paid, the supplier shall be entitled to suspend its commitment vis-à-vis the other party.
20. If after the conclusion of the agreement the supplier is informed of circumstances that give good reason to fear that the other party shall not comply with its obligations vis-à-vis the supplier, the supplier shall be authorised to suspend the delivery of the sold goods. There shall in any case be question of good reason if the other party fails to take receipt of the goods sold to the same, or in case of failing payment on account of other agreements.
21. All products are deemed to have been sold on the basis of the duties, taxes, surcharges, excises and import duties applicable at the time of the conclusion of the agreement. A possible increase or decrease thereof as well as all consequences of measures of the European Union or the national government or commodity boards or trading organisations which generally affect the pricing, accomplished after the conclusion of the agreement and prior to the delivery, shall be at the expense or the benefit of the other party.
22. The goods are delivered to the other party by the supplier in such packing as required for the goods. If return packing is used this shall be recorded on the written confirmation and the invoices. In that case the packing shall remain the property of the supplier and the packing must be returned to the supplier, without being contaminated with substances other than the delivered goods, within 60 days. If the return packing is not returned or damaged the supplier shall invoice the supplier for the same on the basis of the cost price, which cost price shall pro forma be specified on the invoice of the relevant delivery.
23. Dutch law is applicable to all our agreements.
24. Disputes that cannot be solved amicably shall exclusively be brought to the cognisance of the competent court in Dordrecht, the Netherlands.