

GENERAL TERMS AND CONDITIONS OF SALE

The order shall be carried out subject to the present general terms and conditions, to the exclusion of the customer's own terms and conditions, even if these are subsequently communicated.

Every order that is cancelled shall be done so in writing and shall be valid only if the seller accepts such cancellation in writing. If there is a cancellation, the customer shall owe a fixed compensation of 30% of the price of the order. This compensation shall cover the fixed and variable costs and possible loss of profit.

1. Description of the goods to be delivered

- a. The goods shall be delivered as indicated in the order form or on the front of the invoice.
- b. The price is the net price excluding VAT, which will be applicable without including delivery, transport or insurance costs, unless otherwise indicated.
- c. The terms of delivery are provided merely by way of information and shall not be binding unless expressly agreed otherwise.
Delay can never give cause for compensation nor for termination of the agreement.
- d. If the buyer has to collect the goods and remains in default in this respect, a storage cost may be charged, in which case the purchaser shall be fully liable for the risk of spoilage of the goods.

2. Control

The buyer is required to immediately receive the goods and check them. In light of the fact that some products are subject to spoilage, no complaints shall be accepted more than 3 business days after delivery and reception.

The seller shall take no responsibility whatsoever for the incorrect use or faulty storage (temperature etc.) and the buyer acknowledges expressly that he is familiar with the possible criteria to be followed to be able to preserve the goods for a certain period without them being subject to spoilage.

Under no circumstances may a possible compensation payment in the buyer's favour exceed the purchase price of the goods.

3. Payment

All invoices are payable in cash and without discount. Every amount which is not paid on the due date shall automatically incur interest of 12% per annum without the requirement of any prior demand. Moreover, every claimable amount shall automatically be increased by 10% by way of fixed compensation for the expenses resulting from delayed payment, with a minimum of EUR 150.

4. Competence clause

All disputes shall fall within the exclusive competence of the courts of the registered office of the seller.