

Article 1: Applicability

General terms of sale and delivery Z-COMPANY BV

1. All quotations issued by Z-Company BV (hereafter: "Z-COMPANY"), all agreements reached with Z-COMPANY regarding the sale and delivery of items or of services rendered by Z-COMPANY are exclusively subject to these General terms of sale and delivery (hereafter: "terms").
2. If the agreements reached by Z-COMPANY conflict with these terms, the arrangements in the appropriate agreement shall prevail.
3. Applicability of the general terms used by the buyer is hereby explicitly dismissed, also in the event of any prior reference to or declaration that buyer's own terms apply.
4. In these general terms, "buyer" shall entail anyone who purchases items and/or services from Z-COMPANY or concludes a different agreement with Z-COMPANY.
5. Deviations from the general terms below may be agreed only in writing and shall apply only once they have been explicitly confirmed to buyer in writing by the legally authorized representative of Z-COMPANY.
6. Z-COMPANY reserves the right to amend these terms at any moment. These amendments shall be applicable from fourteen days after they have been disclosed by Z-COMPANY to buyer. With agreements concluded previously, the terms shall continue to apply that were in effect on the day that the agreement came about.
7. If any provision in these terms is declared void by a court with jurisdiction or otherwise regarded as non-binding, that provision shall be interpreted in such a manner that the conflict or invalidity is reversed. The other provisions in these terms shall remain in full force in that case.

Article 2: Quotations

1. Unless agreed otherwise in writing, all quotations by Z-COMPANY to the buyer are entirely free of obligation and valid for thirty days from the date they are sent to the other party.
2. The term meant in (1) shall be a strict deadline in all cases, meaning that acceptance of the offer shall no longer be possible after that term has lapsed.
3. Z-COMPANY reserves the right to revoke an offer it has made up to five business days after receipt of its acceptance. If it invokes this authority, no agreement shall come about.
4. Z-COMPANY shall in all cases be entitled to modify the specifications as indicated in its quotations.
5. If Z-COMPANY sends the buyer a sample for approval, the buyer has five business days following receipt of the sample to approve it in writing. If no written response is forthcoming from the buyer within this period, the quotation from Z-COMPANY or the engagement entrusted to Z-COMPANY shall lapse.

Article 3: Conclusion of agreements

1. An agreement with Z-COMPANY is concluded, only if Z-COMPANY has confirmed the agreement through a confirmation of engagement (by e-mail or otherwise). Objections to the content of this confirmation must be submitted by registered letter or by mail no later than three days following receipt, in the absence whereof the recipient shall be considered to have agreed to the content of the confirmation.
2. With respect to the content of the agreement between parties, only what is stated concerning the agreement in the confirmation of engagement and in the present terms shall be decisive.
3. With agreements, deliveries and engagements for which Z-COMPANY has not issued a written quotation or confirmation of engagement, the invoice or delivery note sent by Z-COMPANY shall at the same time be regarded as confirmation of engagement, which shall also be considered to reflect the agreement accurately and fully.
4. The fact that Z-COMPANY supplies the buyer and/or has previously supplied the buyer or has rendered or renders services to the buyer does not give buyer any right to future deliveries by Z-COMPANY. A sustained relationship therefore does not result, unless there is a written agreement that explicitly states otherwise. Z-COMPANY is not required to provide any reason for refusing to supply the buyer in the future.

Article 4: Rates

1. Rates indicated on quotations and rate charts of Z-COMPANY do not include VAT and shall apply exclusively to the kilos and/or units stated there.
2. The rates in quotations are based on delivery ex factory according to the Incoterms valid on the date of the quotation. "Factory" shall entail the industrial site of Z-COMPANY in the Netherlands.
3. In the event of changes to rates (charged by vendors to Z-COMPANY) and/or (other) factors that determine prices, such as exchange rates, wages, taxes, import and export duties, expenses, freights and the like change after an offer from Z-COMPANY or an order from the buyer, Z-COMPANY shall in all cases be entitled to adjust the rates in accordance with and with regard to the mandatory provisions in this case, regardless of whether Z-COMPANY could have foreseen the change at the time of the offer or the order. Z-COMPANY shall notify the buyer of stated changes the moment that such changes become known to Z-COMPANY.
4. The rate changes meant in the previous section do not entitle the buyer to cancel, terminate or dissolve the agreement in any way.
5. Any leaflets, rate charts or other data issued by Z-COMPANY are merely indicative and not binding to Z-COMPANY.

Article 5: Payment

1. Payment of invoices is due within thirty days of the invoice date, unless explicitly agreed otherwise in writing. Payment is to be deposited or transferred to a bank or giro account indicated by Z-COMPANY, in Euros and including VAT. The settlement date indicated on the bank/giro statements of Z-COMPANY shall be decisive in determining the date of payment.
2. The buyer is not entitled to any suspension or settlement.
3. If the amount due according to the invoice is not paid on time, the buyer shall be in default, without any demand or prior notice of default being required, and shall owe Z-COMPANY the statutory commercial interest pursuant to Art. 6:119a of the Dutch Civil Code from the date the invoice becomes payable to Z-COMPANY.
4. Claims from Z-COMPANY against the buyer, on any ground whatsoever, are in any case payable immediately and in full and without any notice of default or announcement in the following cases:
 - if the buyer fails to meet any obligation (or fails to do so on time) arising from any agreement concluded with Z-COMPANY
 - if the buyer has been declared bankrupt or has applied for bankruptcy or a suspension of payments, or if the buyer has suspended payments
 - if the buyer requests a debt rescheduling arrangement or is declared subject to a debt rescheduling arrangement or has requested to be placed in receivership
 - if any of his items have been seized
 - if the buyer dies, is being wound up or states that he will discontinue or has discontinued his operations
 - upon the transfer of his business or part thereof, including merging the company in one that is to be established or already exists or (partial) transfer of control in the company;
5. In the cases mentioned at (4), Z-COMPANY is entitled to suspend without any notice of default or judicial intervention all current agreements between the buyer and Z-COMPANY or to demand payment in cash for them, even it was agreed otherwise, or to dissolve agreements entirely or in part, as well as to retrieve items supplied immediately, without Z-COMPANY being required to provide any compensation for damages or guarantee and without prejudice to its other rights, such as the right to compensation for damages.
6. Z-COMPANY may at any moment settle by virtue of an agreement with the buyer anything that is due on demand or otherwise against whatever the buyer owes it or firms affiliated with it.
7. All – actual – legal and other costs (of proceedings) incurred by Z-COMPANY, arising from or relating to incorrect or untimely fulfillment of obligations by the buyer, shall be entirely at the expense of the buyer.
8. Legal costs are explicitly not limited to the assessed court costs but shall be entirely at the expense of the buyer, if the ruling is (largely) against the buyer.
9. Z-COMPANY shall in all cases be entitled to stipulate personal security or security according to property law from the buyer, at the discretion of Z-COMPANY, for compliance with its (future)

financial obligations toward Z-COMPANY, which applies all the more, if Z-COMPANY has good reason to fear that the buyer will not fulfil his payment obligations toward Z-COMPANY on time. If and as long as the buyer refuses or is unable to provide security in such a case, Z-COMPANY shall be entitled to suspend fulfilling its obligations or to terminate (the) agreement(s) immediately, without being required to pay any compensation for damages.

Article 6: Retention of title and transfer of ownership

1. All items to be and already supplied by Z-COMPANY shall remain the exclusive property of Z-COMPANY, until the buyer has fulfilled all his obligations toward Z-COMPANY with respect to the corresponding previous and subsequent items supplied by Z-COMPANY, activities performed or yet to be performed, as well as regarding the (future) claims by Z-COMPANY against the buyer due to (future) failure by the buyer to fulfil his commitments toward Z-COMPANY.
2. The buyer is not entitled to encumber the items in any way at all by limiting the right to security or enjoyment or to remove them in any other way from recovery by Z-COMPANY, until ownership has been transferred.
3. The buyer is required to treat items that have been supplied subject to retention of title with care and to retain them as identifiably the property of Z-COMPANY, until ownership has been transferred to him.
4. The buyer is required to insure the items at his own expense, for the duration of the retention of title, against damage by fire, explosion and water, additional damage or destruction for any reason at all, as well as against theft, and to present the policies for these insurances to Z-COMPANY for review at its first request.
5. If the buyer is negligent in complying with his payment obligations to Z-COMPANY, or if Z-COMPANY has reason to fear that he will fail to fulfill these obligations, Z-COMPANY shall be entitled to retrieve the items supplied subject to the retention of title immediately. After they have been retrieved, the buyer shall be credited for the market value, which under no circumstances may exceed the original purchase price, less the cost of retrieval and any damages that Z-COMPANY suffers as a consequence of taking the items back.
6. If Z-COMPANY reclaims items as its property supplied according to this provision, buyer shall indicate to Z-COMPANY where the items are located and shall grant Z-COMPANY access at any time to its sites and/or buildings to inspect the items and/or to enforce the rights of Z-COMPANY.
7. If the buyer makes a new item from items supplied by Z-COMPANY that are subject to retention of title, the buyer is in doing so operating at the instructions of Z-COMPANY, and the buyer will hold the new item for Z-COMPANY.

Article 7: Supply and delivery times

1. The buyer is required to take receipt of the items that Z-COMPANY presents to him.
2. Unless agreed otherwise in writing, delivery shall be ex factory ("ex Works"), Collse Heide 54, 5674VN Nuenen, Netherlands, pursuant to the Incoterms 2010. The risk transfers to the buyer the moment that the items are presented to the buyer or to a carrier he has engaged. This is the moment that Z-COMPANY notifies the buyer that the items are ready to be delivered from the warehouse.
3. Deviating from the provision in the previous section, parties may agree in writing that Z-COMPANY shall arrange the transport. The risk and the costs of storage, loading, transportation and unloading shall be the responsibility of the buyer in that case as well, from the date of the notification stated in
7.4. The buyer is free to insure these risks.
4. Z-COMPANY shall notify the buyer in writing that the items are ready to be delivered from the warehouse. The buyer is then required to take (or arrange for) receipt of the items to be supplied to him within five business days after aforementioned written confirmation.
5. If the buyer does not collect the items before the term of delivery term lapses, and/or the buyer refuses the items, the items shall be considered to have been delivered. Z-COMPANY shall send the buyer an invoice for delivery of such.
6. If, following the expiration of the agreed term of delivery, the buyer has not taken receipt of the products, Z-COMPANY shall be entitled to store the products at the expense and risk of buyer (if the storage facilities of Z-COMPANY accommodate this). If delivery is not taken in time, Z-COMPANY shall be entitled from fourteen days after the term of delivery has lapsed to dissolve the agreement, without prejudice to the right of Z-COMPANY to compensation for damages and

- the right of Z- COMPANY to sell the products to third parties.
7. The method of packaging shall, in the absence of any additional written agreement, be determined by Z-COMPANY.
 8. Z-COMPANY shall always be entitled to deliver in sections, which sections may be invoiced separately. The buyer is required to pay all partial deliveries as provided in Article 5 of these terms.
 9. Stated delivery times of items or services are never to be regarded as strict deadlines for Z-COMPANY, unless agreed otherwise in writing.
 10. The delivery time shall commence only after the agreement has been concluded, Z-COMPANY is in possession of all data and materials necessary to start carrying it out, and any payment, to the extent required from the buyer upon concluding the agreement, has been made.
 11. Only if a delivery time has explicitly been agreed in writing as strict, is the buyer entitled to dissolve the agreement, if Z-COMPANY has not supplied the items ordered according to this deadline, but only after the buyer sends a registered letter giving Z-COMPANY a reasonable period to meet its obligations after all.
 12. If Z-COMPANY has provided or has had a third party providing pallets, packing boxes, crates, containers and the like ("packaging materials"), the buyer is required, unless such packaging can be used only once, to return stated packaging materials at his own expense to the address indicated by Z- COMPANY, in the absence whereof Z-COMPANY may invoice buyer for the costs of these packaging materials.

Article 8: Inspection and complaints

1. The buyer is required to inspect the quality and quantity of the items or services immediately after they have been delivered. Any defects relating to the quality or quantity are to be reported in writing within 24 hours of delivery, listing the nature and scope of the complaints. Other complaints must in any case reach Z-COMPANY within four business days after the items have been received. Without any written notice, the buyer shall be considered to have approved the items delivered or the services, and complaints about them shall no longer be accepted.
2. Except if evidence is provided to the contrary, Z-COMPANY shall regard the quantities indicated on the consignment notes or other delivery documents as accurate.
3. In the event of complaints regarding damage from insects, Z-COMPANY shall not be liable for damages arising sixty days after delivery.
4. The buyer is required upon the first such request from Z-COMPANY to return to Z-COMPANY the allegedly defective items within five business days after sending the complaint and at its own expense and risk, packaged in the same manner as by Z-COMPANY.
5. Submitting a complaint shall never be any ground for suspending or settling the payment obligations the buyer has toward Z-COMPANY or for dissolving (the) agreement(s).
6. The buyer, after discovering any defects, may no longer use or sell that item, except after receiving written permission to do so from Z-COMPANY. Should the buyer do so nonetheless, complaints shall not be accepted.
7. If a complaint is deemed justified by Z-COMPANY, Z-COMPANY shall supply substitute items or services, if such is possible, or, if that is not possible, the buyer shall be credited the amounts invoiced to him. Z-COMPANY shall not be required to perform other services or to pay compensation for damages.
8. Z-COMPANY shall not be required to supply substitute products or to reimburse the invoice value, if the defective products have not been provided to Z-COMPANY on time, and/or the buyer has not strictly observed the instructions for storing the products delivered, either causing spoilage or having made it possible and/or as a result of which the accuracy of the complaints expressed by the buyer can no longer be investigated.
9. If a complaint is deemed by Z-COMPANY to be unfounded, the items returned shall be destroyed, unless the buyer requests Z-COMPANY in writing to return the items to it. Such a request should already be indicated to Z-COMPANY at the moment the items are sent back to Z-COMPANY. The items shall be returned to the buyer at the expense and risk of the buyer.

Article 9: Obligations of the buyer in general

The buyer guarantees that he:

1. Shall advertise the brands of Z-COMPANY only in a manner that has been approved in writing

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Collse Heide 54
5674VN Nuenen
The Netherlands

ING Bank NV
PO Box 1800
1000BV Amsterdam
THE NETHERLANDS

IBAN: NL96INGB0008045218 BIC:
INGBNL2A
COC: 71996087
VAT: NL.858934243.B01
NL-BIO-01 SKAL: 102049

by Z- COMPANY.

2. Shall refrain from making negative statements about the name, brands and products of Z-COMPANY.
3. For each violation or failure to comply rigidly with the obligations stated in this article, the buyer shall pay a penalty not eligible to be reduced or offset of € 10,000 (in words: ten thousand euros) and in such case shall accept that Z-COMPANY has the right to cancel or dissolve (a) concluded purchase agreement(s) and/or to exclude the buyer from additional delivery of items and/or services, all with the right to compensation for damages, without prejudice to the right of Z-COMPANY to demand compliance at a later date, together with compensation for damages or otherwise.

Article 10: Liability and indemnification

1. Except in cases of intent or recklessness on its own part or that of its supervisors, Z-COMPANY is not liable for any damages, of any nature at all, that the buyer, his employees or other agents, or a third party might suffer as a consequence of the items supplied or services rendered by Z-COMPANY not being fit for their purpose, of the items supplied or services rendered by Z-COMPANY being defective and for damages resulting from any advice by Z-COMPANY concerning those items or services rendered by Z-COMPANY, as well as for damages arising from untimely, incorrect or incomplete delivery of the items or services concerned.
2. In the event that it is established by law that Z-COMPANY, despite the provision in the previous section, is liable for the damages meant there, its liability shall at any rate be limited to the amount that its Insurance would pay out or, if there is no insurance cover, for whatever reason at all, to the invoice value of the items or services it provided that relate to its liability.
3. The provisions in (1) through (2) concern both the contractual and the non-contractual liability of Z-COMPANY, including product liability.
4. The buyer shall indemnify Z-COMPANY from any claims by its agents, including its employees or representatives, and/or third parties, concerning damages for which Z-COMPANY has excluded and/or limited liability toward the buyer.

Article 11: Guarantee

1. Guarantees for items purchased elsewhere by Z-COMPANY shall be given, only if and to the extent that the manufacturer/supplier concerned actually issues a guarantee, unless explicitly agreed otherwise in writing between the buyer and Z-COMPANY.
2. Unless agreed otherwise in writing, the guarantee shall cover only replacement of the items or services concerned or crediting of the invoice amount as meant in Article 8.6. All damages, both direct and indirect, arising from the items supplied or services rendered by Z-COMPANY being unfit for their purpose or defective, are excluded from the guarantee.
3. Claims under a guarantee shall lapse, if the items have not been used according to the instructions from the supplier or Z-COMPANY, if what is supplied is used for purposes other than the normal ones, or if what is supplied is treated, stored or used improperly.
4. If the buyer fails to fulfill his obligations, Z-COMPANY shall be relieved of its (guarantee) obligations as a consequence.
5. Guarantees lapse in the event of untimely or improper inspection or complaint, as meant in Article 8.

Article 12: Implementation by third parties / Transfer of rights

1. Z-COMPANY shall be entitled to make use of services rendered by third parties in carrying out the agreement.
2. Z-COMPANY may at any time transfer its rights and/or duties arising from the agreements with the buyer entirely or in part to a third party or offer them as security in some way, for which the buyer already grants permission in such an event.
4. The buyer is not authorized as meant in (2) above, pursuant to Article 3:83 (2) in the Dutch Civil Code.

Article 13: Force majeure

1. Force majeure on the part of Z-COMPANY shall in any case entail: any circumstance beyond its control

that impedes fulfillment of the obligations to which these terms apply, permanently or temporarily. To the extent not already included in the previous description, force majeure shall similarly include: bans on transport, import and/or export, industrial actions, sit-down strikes, absenteeism due to sickness of staff, transport problems, turmoil, acts of war, fires, water damage, defective machinery, interruptions in the power supply, government measures (including in any case import and export restrictions), sales prohibitions, anything at Z-COMPANY or at its vendors, as well as breach of contract by the suppliers of Z-COMPANY that renders Z-COMPANY unable to (continue) fulfil(ling) its obligations toward buyer.

2. If in the view of Z-COMPANY the force majeure is temporary, it is entitled to suspend carrying out the agreement until the circumstance causing the force majeure no longer occurs.
3. If in the view of Z-COMPANY the force majeure is permanent, it is entitled without any judicial intervention to adapt the agreement, to dissolve it entirely or in part or to cancel it immediately, without being required to provide any compensation for damages to the buyer.
4. If Z-COMPANY has already fulfilled part of the agreed obligations at the start of the force majeure situation, it shall be entitled to invoice the activities performed separately and in the interim, and buyer is required to pay this invoice, as if it concerned a separate transaction.

Article 14: Intellectual and/or industrial ownership rights

1. All intellectual and/or industrial ownership rights, of both Z-COMPANY and its vendors, on all items supplied or services rendered, shall be retained by Z-COMPANY. The buyer agrees not to violate or infringe upon these rights in any way, directly or indirectly, through use or in other respects, and acknowledges Z-COMPANY as the entitled party in the matter.

Article 15: Cancellation

1. Cancellation by the buyer of an agreement concluded with Z-COMPANY is possible exclusively with consent from Z-COMPANY. If Z-COMPANY consents to the cancellation, the buyer shall owe Z-COMPANY a contractual penalty of 25% of the invoice value (including VAT) forthwith.

Article 16: Dissolution

1. Z-COMPANY shall be entitled by the simple occurrence of the circumstances below, without any warning or notice of default or judicial intervention being required, either to dissolve the agreement entirely or in part and to reclaim what was supplied as its property, and/or to demand full payment of any amount that the buyer owes Z-COMPANY, all without prejudice to the right of Z-COMPANY to compensation for damages, if:
 - the buyer fails to comply, does not comply in time or does not comply correctly with any obligation he has toward Z-COMPANY
 - the buyer is declared bankrupt, or an application has been submitted to this effect, applies for suspension of payments, or has suspended payments
 - the buyer requests a debt rescheduling arrangement
 - all or part of the assets of the buyer are or have been seized
 - the buyer proves to be insufficiently creditworthy in the opinion of Z-COMPANY to fulfil its obligations toward Z-COMPANY

- the company of the buyer is dissolved or wound up
- the buyer proceeds to cease or has already ceased his operations, the transfer of his company or part thereof, including merging his company with a company to be established or already existing, and (partial) transfer of control in the company, with the buyer not yet having fulfilled all his obligations toward Z-COMPANY.

Article 17: Notice

1. In the event that an agreement is concluded for an (in)definite period, despite the provision in Article 3 (4) of these terms, Z-COMPANY shall in all cases be entitled to give notice, for whatever reason, subject to a reasonable term. In no case shall Z-COMPANY be required to pay compensation for damages.

Article 18: Settlement

1. Z-COMPANY shall in all cases be entitled to settle all claims from the buyer against Z-COMPANY with a monetary value against claims from Z-COMPANY and firms that are in any way affiliated with Z-COMPANY with the buyer.
2. If the buyer is in any way part of a group of firms, the buyer shall also be perceived in the sense of this article as all firms belonging to that group in any way.

Article 19: Applicable law and jurisdiction

1. All agreements concluded with Z-COMPANY to which these terms apply are exclusively subject to Dutch law. The United Nations Conventions on Contracts for the International Sale of Goods and similar conventions are not applicable.
2. Any disputes arising from the agreements concluded between Z-COMPANY and the buyer, including these terms, shall be brought before the court with jurisdiction where Z-COMPANY is registered as doing business. If the dispute falls within the jurisdiction of the sub-district court, statutory jurisdiction rules shall apply.