

General Terms and Conditions of Sale and Delivery of Raijmakers.

Article 1 – Definitions

In these General Terms and Conditions of Sale and Delivery (hereinafter: the “GTC”) is understood under:

“**Raijmakers**”: Mr. R.G.A. Raijmakers, trading under the names Raijmakers Agro, Raijmakers Industrie and Raijmakers Mierlo, located and having his offices at Mierlo, the Netherlands, Julianastraat 12;

“**Principal**”: the person who places an order at Raijmakers or the person with whom Raijmakers concludes an agreement.

Article 2 – Applicability

On all offers, special offers and/or agreements with Raijmakers for the delivery of goods and/or the provision of service solely the present GTC of Raijmakers, hereinafter: the “GTC” shall apply and explicitly not the terms and conditions that the Principal uses.

Article 3 – Conclusion of the agreement

Agreements are deemed to be concluded if the Principal has declared in writing, possibly by e-mail, to agree with the order confirmation in writing sent to him by Raijmakers.

Article 4 – Delivery time

A delivery time stated by Raijmakers in his offer or the delivery time agreed between parties, is always an estimate unless the parties explicitly agree a fatal term in writing.

Article 5 – Retention of ownership

Raijmakers reserves the ownership of all goods delivered by him to Principal until the purchase price for all these goods have been paid in full. Principal is not entitled, before the purchase price has been paid, to sell the goods to third parties, to transfer the ownership and/or make them otherwise available and/or to encumber them.

Article 6 – Payment

Payment of the agreed price should take place, at the discretion of Raijmakers, either in cash upon delivery or within fourteen days after the date of the invoice to a bank account designated by Raijmakers. If Principal does not pay timely, then he is liable to pay as of the 15th day after the date of the invoice an interest of 1% per month, whereby a part of a month shall be regarded as a full month, as well as all the costs falling on the collection of the claim, in court and out of court.

Article 7 – Guarantee

7.1. Raijmakers only provides a guarantee on the goods delivered by him, according to the guarantee that his supplier provided to Raijmakers for the concerned goods.

- 7.2. Outside this guarantee shall in any case fall defects, that are entirely or in part the consequence of non compliance with the prescriptions/manuals connected by Raijmakers and/or the supplier to the use of the delivered goods, or that are the consequence of the foreseen normal use;
- 7.3. If Principal without prior permission in writing by Raijmakers proceeds to repair or other works regarding the delivered goods or lets other proceed to it, then any liability of Raijmakers under a guarantee will become void.

Article 8 – Complaints

In case a good delivered by Raijmakers has a defect, then the Principal is required to report this defects within 2 months after the defect has been discovered or reasonably could have been discovered, by means of a letter by registered mail to Raijmakers and if the defect falls under the guarantee provided by the supplier, then the Principal is required to report this within the guarantee period, that commences on the day of delivery of the good to which the defect relates, in case of the exceeding of which term no claim can be made under the guarantee anymore.

Article 9 – Liability

- 9.1. Raijmakers is not liable for damage caused by products that have been manufactured by his supplier and furthermore any liability of Raijmakers is excluded when it concerns company damage, other direct and/or indirect damage, as well as damage as a consequence of liability towards third parties, except for in the case where there is an instance at Raijmakers of wilful intent and notwithstanding the stipulation set forth in article 9.2..
- 9.2. If the court should rule that Raijmakers can't claim under article 9.1., then the liability of Raijmakers will at all times be limited to the value of the invoice, exclusive of VAT or the good to which the liability refers, except to the extent that the coverage of the liability insurance of Raijmakers allows for a further liability.
- 9.3. Principal is obliged to safeguard Raijmakers and to compensate him for damages regarding all claims of third parties for the compensation for damage, for which the liability of Raijmakers in these GTC in the relation to the Principal has been excluded.

Article 10 – Applicable law/competent court

On all offers, special offers and/or agreements with Raijmakers solely the laws of the Netherlands shall apply. All disputes from or following agreements concluded with Raijmakers shall in the first instance be resolved by the competent court in the judicial district of Oost Brabant, the Netherlands.