

NUTRIAD INTERNATIONAL
TERMS AND CONDITIONS

- 1 These invoice terms and conditions are legally binding. Both parties can reach prior and written agreement to deviate from parts of these terms and conditions. The other party's terms and conditions are automatically rejected, unless explicitly stated as applicable.
- 2 All our offers are without obligation unless the offer states an acceptance period.
- 3 Shipment is "ex works". Delivery terms indicated by us are for information purposes only and exceeding them shall under no circumstance whatsoever give cause to annulment of the contract or compensation. Complaints relating to goods or services shall only be considered if they have been filed by registered post at the latest 10 days after delivery or completion of works. If the complaint relates to the content of the invoice, then the complaint must be filed in the same way within 10 days after invoice date. Filing a complaint does not relieve the other party from strictly complying with payment conditions. If the buyer refuses to accept a delivery, Nutriad is entitled to charge them storage costs.
- 4 Invoices are payable at the premises or on the accounts indicated on the invoice, within 30 days after invoice date or within the period mentioned on the invoice, in the invoice's currency. When 30 days after invoice date or the due date have passed, the other party is legally in breach; the other party owes, from the moment they are legally in breach of the amount due, a 1% monthly interest, unless the legal interest is higher, in which case the legal interest is applicable. If the other party has defaulted on its payments, immediate compensation of 10% of the invoice amount is also due, with a minimum of €150, together with all recovery costs caused by the payment default. All payments done by the other party shall be firstly allocated to all interest due, compensation and costs and secondly to invoices due longest, even if the other party states that payment relates to a later invoice. In case of default of payment, we retain the right to annul any further services and/or deliveries. Complaints concerning quality accepted or not, shall have no bearing on the buyer's payment obligations.
- 5 If, during a quality check, a sample has been taken, a separate and sealed sample must be taken to be sent to Nutriad. Nutriad or one of its representatives shall at first request receive permission to enter the buyer's premises in order to check the goods. If it is effectively determined that the goods do not comply with the required quality, Nutriad shall have the choice to either replace the goods or give discount. Partial quality deficiencies shall not give cause however to refuse the whole delivery.
- 6 All sold goods remain the seller's property until full payment of sale price in principal and accessories. In case of re-sale, the seller remains the right to request the amount equivalent to the value of the re-sold goods. The retention of ownership shall be transferred to the re-sale price. Once goods are supplied, the buyer bears all risks, including force majeure, destruction and storage burden. Payment default of one of the amounts due on due date, can lead to the seller reclaiming the goods.

- 7 Our liability is restricted to replacing the quantity of faulty goods or the invoiced amount. Under no circumstance whatsoever shall we be liable for any consequential damage. Our liability shall end when the goods supplied are mixed with other materials. Unless otherwise stipulated, each complaint must be filed within 6 months after delivery date. For any complaint received thereafter, no further action shall be taken.
- 8 The buyer can only rely on his own expertise and experience in connection with the goods and how to use them. All information from Nutriad is for advice purposes only and cannot be used against it. Advice given by Nutriad must never give cause to further obligations for Nutriad. Details and information given by Nutriad to its customers is never binding and can never give cause to additional liability.
- 9 If the buyer does not comply with their obligations, or if the seller has strong suspicions that the buyer shall not comply with their obligations and the latter cannot adequately convince the former of the opposite, the seller is entitled to either exercise their right of retention or to suspend their activities until the buyer does comply with their obligations.
- 10 Neither party can transfer their rights to other parties, except for transfers to subsidiaries or parent company.
- 11 Annulment or invalidity of one of above mentioned articles, shall not annul or invalidate the others.
- 12 Each legal dispute between the parties shall be brought before the Courts of Dendermonde, which are exclusively competent. Belgian Law shall be applicable. Seller can also start legal proceedings before the Courts at the debtor's abode.