

## **General Terms and Conditions M. Baets Handel B.V.**

1. The contents of these General Terms & Conditions can only be deviated from in writing.
2. Delivery times quoted by M. Baets Handel B.V. are an approximation and shall not be considered as statutory limit.  
M. Baets Handel B.V. can only be held responsible after receipt of serving notice in writing within a reasonable period of time.  
All offers made by M. Baets Handel B.V. are free of obligations. Concerning sizes, weights, amounts and such details deviations up to a maximum of 5 % of the delivery of M. Baets Handel B.V. shall not be considered faulty.
3. Ownership of the goods delivered to you by M. Baets Handel B.V. remain theirs, until all the amounts due to M. Baets Handel B.V. have been paid – including interest, extra work and/or additional costs.
4. Circumstances of such nature that compliance or further compliance with the agreement made with you can not be required from M. Baets Handel B.V. are considered force majeure. The aforementioned circumstances are amongst others –for whatever reason- not, untimely or faulty delivery and/or performance by the supplier to M. Baets Handel B.V..
5. On delivery of the materials or goods they must be checked carefully by you. The right to put in a claim that should then have been detected concerning goods and materials expires within 24 hours of delivery. The right to put in a claim concerning other matters expires if these have not been reported immediately after detection and without restrictions within one month of delivery, unless this may be unreasonable given the circumstances. In all cases claims shall be put in on paper and M. Baets Handel B.V. must be enabled to check the claim. In case of a justifiable claim, except in case of force majeure, M. Baets Handel B.V. shall not be obliged to do more than redelivering the same or similar materials and goods.
6. In case of transactions on the basis of dry matter content a conflict concerning the dry matter content shall be resampled on request of the plaintiff by an independent expert, Blgg in Oosterbeek, the Netherlands. The other party will be involved in the testing so that both parties can take their position. In case of fresh products the resampling should take place as soon as possible being, except for absolute impossibility, before ensilage.  
The expert's determination of the dry matter content used for invoicing shall be binding. The costs incurred for this expert and the resampling shall be to the account of M. Baets Handel B.V. and to your account in case of a lower dry matter content than agreed to and in all other cases.
7. M. Baets Handel B.V. cannot be held responsible for indirect damage, such as consequential loss, stagnation damage and/or loss of profit. Any liability for direct damage is always limited to twice the invoice value of the delivery or performance of M. Baets Handel B.V. from which this damage results, with a maximum of ten thousand Euros. This article is not valid if the damage results from intent or willful misconduct of the General Manager/General Managers or management of M. Baets Handel B.V..
8. M. Baets Handel B.V. quotes all prices net, excluding VAT and transport costs. Payment should be made within 14 days from date of invoice. In case of late payment the following amounts shall be paid by you: interest of 1 % per month as of the expiry date, and collection costs to the amount of 15 % of the amount due to M. Baets Handel B.V. with a minimum amount of 50 Euros.  
Payment shall be made without discount at all times. You cannot refer to settlement or any other deferment claim, unless the validity of your settlement or deferment claim has been fixed between you and M. Baets Handel B.V..
9. All transactions entered into with M. Baets Handel B.V. shall be subject to Dutch Law. The parties agree to submit any disputes arising to the district court of Roermond, the Netherlands, without prejudice to the right of Baets Handel B.V. to submit a dispute to the regular competent court.