



## **GENERAL TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS of the private company with limited liability Best Way Ingredients, having its registered office in Haulerwijk**

---

### **Table of Contents**

<b>Article 1</b>	<b>Definitions</b>
<b>Article 2</b>	<b>Identity</b>
<b>Article 3</b>	<b>Scope</b>
<b>Article 4</b>	<b>Offer</b>
<b>Article 5</b>	<b>Agreement</b>
<b>Article 6</b>	<b>Prices</b>
<b>Article 7</b>	<b>Delivery and place of delivery</b>
<b>Article 8</b>	<b>Quality, composition and storage</b>
<b>Article 9</b>	<b>Packaging and shipping</b>
<b>Article 10</b>	<b>Non-imputable shortcoming (force majeure)</b>
<b>Article 11</b>	<b>Claims and liability</b>
<b>Article 12</b>	<b>Interim dissolution (cancellation)</b>
<b>Article 13</b>	<b>Payment</b>
<b>Article 14</b>	<b>Retention of title</b>
<b>Article 15</b>	<b>Disputes</b>
<b>Section 16</b>	<b>Governing law</b>

#### **Article 1 Definitions**

In these terms and conditions, the following definitions apply:

1. **BWI:** Best Way Ingredients B.V.;
2. **Customer:** the legal entity with which or natural person with whom BWI has entered into an agreement;
3. **Agreement:** the agreement concluded between BWI and the Customer by virtue of acceptance by the Customer of the offer and compliance with the associated conditions.

#### **Article 2 Identity**

Best Way Ingredients B.V.

Leeksterweg 71, 8433 KW Haulerwijk (The Netherlands);

Telephone number: +31 (0)85 - 047 92 93 (Monday to Friday between 9 a.m. and 5 p.m.)

Email address: info@bestwayingredients.com

Chamber of Commerce number: 70837252

VAT registration number: NL 8584 79 199 B01

#### **Article 3 Scope**

1. These general terms and conditions apply to any offer made by BWI and any distance contract concluded between BWI and the Customer.
2. Before the distance contract is concluded, the text of these general terms and conditions will be made available to the Customer. If this is not reasonably possible, before the distance contract is concluded, BWI will indicate how the general terms and conditions may be inspected at BWI's offices and confirm that they will be forwarded promptly at the Customer's request, at no charge.
3. If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions may be made available electronically to the Customer such that the Customer can easily save these on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, BWI will indicate where the general terms and conditions may be inspected electronically and confirm that they will be forwarded at the Customer's request either electronically or otherwise, at no charge.
4. In the event that specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs will apply accordingly and, in the event of contradictory terms and conditions, the Customer will always be entitled to invoke whichever applicable provision is most favourable to the Customer.
5. The general terms and conditions of contracting parties and/or third parties only apply if BWI has explicitly accepted these in writing.

#### **Article 4 Offer**

1. Any offer will contain such information that makes it clear to the Customer which rights and obligations are associated with acceptance of the offer.
2. All BWI offers are subject to printing and/or typing errors. In the event of such errors, BWI is entitled to dissolve the agreement with immediate effect. In the event of doubt regarding the accuracy of product information or prices stated, the Customer is obliged to obtain further information from BWI before placing an order.
3. All our offers are subject to contract unless explicitly stated otherwise. BWI reserves the right to refuse orders. In such an event, BWI will not be liable for compensation to the Customer.

#### **Article 5 Agreement**

1. Subject to the provisions of paragraph 4, the agreement is concluded at the point in time at which the Customer accepts the offer and the associated terms and conditions are met.
2. If the Customer has accepted the offer electronically, BWI will confirm receipt of the acceptance of the offer without delay. As long as receipt of this acceptance has not been confirmed by BWI, the Customer may dissolve the agreement.

3. BWI will send the following information, no later than at the time of delivering the product to the Customer, in such a form that the Customer can save the information in an accessible way on a durable data carrier:
  - a. the physical address of the BWI site where the Customer can go with complaints;
  - b. the price exclusive of VAT; insofar as applicable, the delivery costs; and the method of payment, delivery or implementation of the distance contract;

#### **Article 6 Prices**

Unless explicitly stated otherwise, prices on our website [www.bestwayingredients.com](http://www.bestwayingredients.com) are:

- in euros;
- inclusive of shipping costs within the Netherlands (DAP)
- exclusive of VAT;
- inclusive of all packaging and any single-use pallets

Prices on the BWI website are subject to change without prior notice.

#### **Article 7 Delivery and place of delivery**

1. BWI aims for a delivery date no later than three working days after the order date, provided that the products ordered are in stock. Should the products ordered be out of stock, the Customer will be informed of this as quickly as possible by telephone and/or in writing and notified of the earliest available delivery date.
2. The products ordered by the Customer will be delivered to the place and address specified by the Customer.
3. If delivery in instalments has been agreed, the called up or delivered quantity will be deemed to constitute a separate order, in respect of the quality and other properties of the goods delivered as well as in respect of the payment.

#### **Article 8 Quality, composition and storage**

The goods delivered by BWI will at least meet the usual industry standards in respect of quality and composition.

The Customer must be familiar with or must ascertain the nature and appropriateness of the goods supplied by us. BWI is not liable for any incompetent and/or irresponsible use of goods that BWI has delivered.

The Customer will store the goods delivered by BWI in clean, dry, odourless and hygienically appropriate conditions. The goods supplied by us must be stored in accordance with the conditions stated in our specific product specifications.

#### **Article 9 Packaging, shipping and delivery**

The goods supplied by us will be delivered in appropriate packaging, which may or may not include an outer carton or delivery on single-use pallets. Depending on the quantity ordered, delivery will be by courier service or by lorry on single-use pallets, at BWI's discretion.

If applicable, the delivery address must be accessible by lorry and unloading must be possible within a reasonable amount of time.

#### **Article 10 Non-imputable shortcoming (hereinafter referred to as force majeure)**

1. In this agreement, force majeure is understood to be, inter alia, any circumstance that, beyond BWI's control and through no fault of BWI, whether or not foreseeable at the time of concluding the agreement, impedes or hinders the normal implementation of the agreement, including but not limited to a lack of raw materials and/or semi-finished goods, failure to deliver the finished product due to weather conditions, transportation obstructions, strikes or similar industrial actions, riot, fire, war and/or risk of war as well as terrorist threats or actions, business disruption of any nature whatsoever, lack of or damage to production resources, any shortcomings by third parties engaged by BWI whether imputable or not, as well as government measures.
2. If one of the parties is prevented from fulfilling its obligations due to force majeure, that party will immediately notify the other party.
3. The latter then has the option to extend the agreement by no more than thirty days or to cancel it in writing without any liability for compensation of either party. As soon as the cause of force majeure has ceased to exist within the extended period, the hindered party is authorised to implement the agreement, to the extent that this has not been cancelled, and to require such implementation from the other party.
4. If delivery in instalments is stipulated, these provisions apply for each instalment separately.

#### **Article 11 Claims and liability**

1. The goods supplied by BWI will reasonably meet the requirements that the Customer may expect on the basis of the agreement.
2. Immediately after receiving the delivered good, the Customer must check if the delivered good meets the agreement and if any defects or shortfalls are evident. Defects that are immediately evident at delivery must be notified in writing to BWI within one working day of delivery of the goods. The Customer must forthwith record such defects and shortages on the delivery receipt or consignment note.
3. If the delivered good does not comply with the agreement, due to it having a quality and/or composition defect, an associated claim will only be processed if this has been submitted to BWI in writing within 14 days of delivery. The Customer must provide evidence that the delivered good does not comply with the agreement.
4. Without prejudice to the provisions of paragraph 11.3, BWI is only required to handle a claim if the Customer has paid the relevant invoice or has made the delivered good available to BWI.
5. If the Customer informs BWI of complaints related to the delivered goods, the Customer must give BWI the opportunity to inspect and examine the goods.  
If the Customer has expressed a legitimate complaint, we may choose to replace the delivered good at our expense or to credit the Customer with a sum equivalent to the price owed by the Customer for the delivered good.
6. BWI is not liable for costs, damages and interest that may arise for the Customer due to acts or omissions on the part of BWI, individuals in BWI's service or third parties engaged by BWI, unless gross negligence is evident. At all times, BWI's liability remains limited to the invoice value of the relevant products. Rather than reimburse the invoice value, we are at liberty to opt to replace the defective delivered goods.  
Under no circumstances will BWI be liable for any consequential damage, including trading, consequential or indirect losses.
7. The Customer indemnifies BWI against claims by third parties, unless the buyer can demonstrate that such claims are the direct consequence of actions or omissions on the part of BWI.

#### **Article 12 Interim dissolution (cancellation)**

The Customer may only cancel an order or part of an order, or return delivered goods, with the prior written consent of BWI.

If one of the parties is negligent in respect of the delivery period or the payment term, or if a party must still fulfil an obligation towards the other party, or in the event of a party's suspension of payment, bankruptcy, death or liquidation, the other party is entitled to dissolve the agreement in full or in part by means of a written notification, without any notice of default or judicial intervention being required, without prejudice to the right to compensation.

#### **Article 13 Payment**

1. Payment of any invoice amount up to EUR 350.00 excluding VAT must be made prior to delivery by means of one of the payment options specified on the BWI website.  
Payments exceeding the above-mentioned amount may be made on account with a payment term of 14 days after delivery, on the understanding that the invoice amount without deduction of transfer costs must be received in BWI's account on the expiry date and subject to the Customer's creditworthiness having been approved before the delivery.
2. Otherwise, BWI is entitled to request the Customer to pay in full before the delivery. In the event of the Customer defaulting in this regard, BWI is entitled to postpone the delivery, following written notification.
3. BWI is then under no circumstances liable for any damage that may ensue for the Customer due to this postponement.
4. In the event of late payment, the Customer is in default without BWI being required to issue a prior notice of default. From the expiry date of the invoices, the Customer owes default interest at 1% per month or part of a month, with part of a month being calculated as a full month. In addition to the amount payable and the associated interest payable, the Customer is bound to reimburse both extrajudicial and judicial collection costs in full.  
Payments made by the Customer will first be offset against any interest and costs payable, and then against those outstanding invoices that have been payable for the longest time.

#### **Article 14 Retention of title**

1. All goods delivered to the Customer by BWI remain the exclusive property of BWI - even after and despite processing or handling - up to the point of full payment of all BWI receivables, relating to (pursuant to the agreement) goods delivered or to be delivered or (also pursuant to such an agreement) operations performed or to be performed for the Customer, as well as up to the point of full payment of the receivables due to shortcomings in meeting such agreements (including costs and interest).
2. Goods to which, pursuant to paragraph 1, BWI retains the title may never be sold and/or supplied to third parties, unless in the context of normal business practice. Nor may a pledge be established in respect of such goods to the benefit of third parties.
3. If the agreement is dissolved by BWI and/or the Customer and the title to the goods is still retained, the Customer must immediately make these goods available to BWI. For its part, the Customer is not entitled to offset receivables against this or take this as a basis for suspending its obligation to make the goods available.

#### **Article 15 Disputes**

If a dispute arises between BWI and the Customer, the parties are mutually obliged to attempt to reach agreement through negotiations before putting the dispute before the competent court.

#### **Section 16 Governing law**

To the exclusion of the provisions in the Vienna Convention on the International Sale of Goods, every agreement between BWI and the Customer is governed by Dutch law.