

General Conditions

1. Unless explicit different agreement in writing, the present general conditions apply to all offers, order forms, invoices and contracts of Mitrofresh BV with customers regarding the delivery of goods or the execution of any work of any kind whatsoever. Mitrofresh BV only recognize their own general conditions. Possible contradictory general conditions from the customer can only be considered if the Mitrofresh BV explicitly confirm same. The tacit acceptance of the order form and/or the invoice also applies as acceptance of the general conditions. The customer is assumed to know these conditions and to accept same explicitly, jointly and without prejudice. If one or more provisions of these general conditions do not apply, the other provisions nevertheless remain valid without any limitations. One provision being null and void will not result in the other provisions of these general conditions also being null and void.
2. All the goods are sold, delivered and accepted at the registered office of the Mitrofresh BV or they are in any case supposed to have been so.
3. Under punishment of extinction complaints or objections must be filed by registered mail, fax or email within the 24 hours after delivery or acceptance of the goods.
The filing of a complaint can never grant the purchaser the possibility to delay the payment of a due amount.
4. Unless explicit different stipulation in writing, all invoices are payable at the registered office of the Mitrofresh BV, in cash and without discount. In case of non-payment on the due date, by right and without prior notice, an interest will be due of 10% on yearly basis on the amount of the invoice or on the balance of same, counting from the due date until the date of full settlement. On top of this in case of non-payment or incomplete payment of the invoice, the amount or the balance will be automatically increased, and this without further notice, with 10%, but with a minimum of 100.00 euro as a irrevocable lump sum compensation because of default of payment or late payment. Collection costs are also to the account of the purchaser. Default of payment on the due date of one single invoice, makes the due balance of all other invoices, even these that are not expired, immediately collectible by right. In case the purchaser neglects to carry out his obligations, we can proceed to the nullification of the contract, automatically and without preceding letter of summons by simple written notification to the customer, undiminished the right to indemnification and interests.
5. The delivery terms given are not binding and are only approximately stated, without any engagement and only as information. Possible delays can never give rise to indemnification, annulment or breaking of the agreement.
6. The transport, loading and discharge of the goods is always and at all places carried out under the total risk and responsibility of the customer.
7. No annulments are accepted after the order has been placed.
8. It is explicitly agreed upon that the goods delivered, including the auxiliaries, remain the exclusive property of Mitrofresh BV until the customer has paid in full the agreed price, possibly increased with the interests and the claims.
9. Mitrofresh BV is in any case only liable for gross negligence or willful misconduct. It is in no way liable for indirect or immaterial damages such as, but not limited to, lost income and profit, loss of customers, loss of or damages to data, loss of contracts, contractual penalty clause and supplementary costs. In any case Mitrofresh BV's liability is limited to the agreed or invoiced price for the concerned goods or works.
10. In case of force majeure we are entitled to cancel the agreement in full or partially for the undelivered part by a simple letter to the customer without the customer being entitled to any indemnification.

Under force majeure is understood, amongst other, fire, mobilisation, war or threat of war, martial law, obstruction of the traffic by land, sea or air, inundation, floating ice, and other suspension of the means of traffic, measures from the government, and this without bringing us under the obligation to prove the influence of the hindrance or of the delay.

Force majeure can also be called upon in case we order the goods to be delivered from a third party and this third party, for whatever reason, fails to deliver.

Force majeure is also a valid factor when the products delivered by us are in one way or another infected by germs of a disease, meaning that these products could endanger the Public Health, or whereby these products for the purchaser/buyer for esthetical or other reasons should become impossible to market.

11. All claims against Mitrofresh BV become time-barred by the expiration of one year after the invoice date or, exclusively, if this day happened earlier, by the expiration of one year after the day on which the circumstances that gave rise to the claim have occurred.

12. Dutch law applies.

For all disputes that, in whatever way, evolve from the present agreement or its execution, only the Courts of the haque are qualified, or these Courts at the discretion of Mitrofresh BV.

13. The issuing of a trade bond or any other arrangement does not bring about a renewal or a deviation on the stipulations of the present agreement.

14. In case the confidence of Mitrofresh BV in the creditworthiness of the purchaser is shaken by deeds of legal judgement taken against the purchaser and/or demonstrable other happenings, that put in question or make impossible the good execution of the agreements undertaken by the purchaser, Mitrofresh BV reserve the right to demand suitable guarantees from the purchaser. In case the purchaser refuses to agree to this, Mitrofresh BV reserve the right to annul the complete order or a part of same, even if the goods were already shipped in full or in part.

15. Products are not standard equipped with a GGN or CoC number. If such a GGN or CoC number is required by the customer, the customer must indicate this in writing before entering into the agreement with Mitrofresh B.V.

16. In case of dispute only the Dutch version of the agreement is valid.