



## GENERAL TERMS AND CONDITIONS

Zijderlaan Bulk Handling

Zijderlaan Bulk Trading

Zijderlaan Retail Services

### **1. GENERAL**

1. These General Terms and Conditions apply to all offers made by us, to any contracted agreements, to any work carried out, and to any supplies and services, which have been provided, unless explicitly agreed otherwise in writing.

2. Should the Client object to the application of these Terms and Conditions, or to any provision(s) thereof, then we must be informed of this in writing to ensure that we have received any such objection(s) prior to entering into any agreement.

3. Should the Client also intend to make use of the General Terms and Conditions, then any existing General Terms and Conditions shall also apply to the exclusion of all terms used by the Client, regardless of whether or not these may also be regulated in line with our own General Terms and Conditions.

4. Should any provision of these General Terms and Condition be invalid or prove to be ineffective, then any remaining provisions shall not be affected as a result thereof, and will remain in force.

5. In situations relative to contracts of purchase and sale, the term "Client" is also referred to as the "Purchaser".

6 In this agreement, the term "in writing" means by letter, by email or by fax.

### **2. OFFER AND ACCEPTANCE**

1. All quotations and offers remain subject to, and shall be provided to the best of our ability, unless we explicitly state that this is not optional as part of the offer. We are only legally bound once we have confirmed in writing to the Client that we accept the order, or are willing to provide storage, item retention, processing, and the supply of goods, or to provide other services.

2. We have retain the right to withdraw any offer submitted to us by the Client, provided that this is completed within two working days of acceptance.

3 Our Client is irrevocably bound legally once a written agreement has been confirmed, while this is also true in those cases where we have already instructed that any work may be carried out.

4. Once our order has been accepted, we remain authorised to store, retain, process, and deliver any goods which are to be manufactured during the delivery of other services, however at our sole discretion we may decline, or discontinue any storage, retention, processing, and the supply of the goods quoted should they pose a risk of damage to other goods, individuals or legal entities, or, at in our own view, these fail to meet the requirements of laws and regulations, including those related to human, animal, and environmental safety.

### **3. PRICES AND RATES**

1. Our existing prices and rates are exclusive of statutory VAT, as are costs such as those for transportation and shipping, handling, and third party administration.
2. We always reserve the right to increase any prices, which are caused by any termination of the agreement, on where our government may increase charges, or impose, or increase taxes to the detriment of the Client.
3. Even should this not be documented, we reserve the right to charge prices and higher rates than the prices and rates quoted previously, should any work being carried out demand our own specialist requirements.

### **4. COSTS, TAXES AND DUTIES**

1. All freight, COD shipments, taxes, duties, levies, fines, and/or any other charges and costs, or any other named costs in respect of the business which are relevant, shall be settled upon arrival or thereafter, regardless of whether these have been requested on behalf of the Client, and must be paid to us upon initial request regardless of whether any such goods may or may not be available at our site, or may have been subsequently withdrawn.
2. Should we believe it necessary to honour any taxes, duties levies, fines, and or/any other charges of feeds imposed by the government, then we may follow certain procedures or take the required measures if the Client asks us to do so, meaning that any additional work and costs (including legal fees) shall be borne by, and remain at the risk of the Client.

### **5. DELIVERY**

1. Unless agreed otherwise, our deliveries shall be made at the "Waspik factory".
2. In the case of free delivery, the Client will be advised of the agreed delivery time, and any subsequent costs shall be borne by the Client should he/she fail to comply with this time. Any cargo waiting hours, which extend beyond an hour, and any shipping transport waiting time, which may extend beyond a day on behalf shall be billed to the Client unless this has been agreed otherwise in writing.
3. Any sold goods from the time of delivery shall remain at the risk of the Client.
4. The Client is obliged to record the time when they are delivered to him/her along with any purchased goods, or must record the time at which these are made available as per the agreement. Should the Client refuse to, or fails to provide information or instructions, which are required for the delivery, then the goods, will be stored at the Client's own risk. The Client will remain liable for all additional costs, including any storage costs, which may become due to him/her.
5. Should the Client fail to fulfil his/her obligation to complete a purchase within a reasonable time frame after we have made the award, then he/she shall be deemed to be immediately in default and we may terminate the agreement with immediate effect by issuing a written statement, and may partially remove and sell goods to third parties without any liability for paying damages, costs and interest charges. This withdrawal shall not affect the obligation of the Client to pay any storage costs, damages caused by delays, loss of profits or other compensation, nor impact on our right to honour compliance.

### **6. PACKAGING**

1. We do not need to have any disposable packaging returned to us. The cost for any such disposal shall be borne by the Client. In the case of returnable packaging, which is intended to be used several times, we shall determine whether, and if the packaging should be returned by the Client. We are entitled to charge a fee to the Client before loading any returnable packaging.
2. The Client remains liable for any damages should the packaging be damaged, is not complete or has been destroyed.

## **7. RETENTION OF OWNERSHIP**

The ownership of any goods shall transfer to the Client as soon as every amount in respect of any such goods and/or services provided by the Client has been settled, including compensation, interest charges, costs, etc., regardless any rights which may have been obtained by third parties.

## **8. DELIVERY, RETURNS AND RECEIPTS**

1. Delivery and receipt is deemed to be complete by us upon the handover of any goods by the Client, and upon is being informed of the storage location in question. We must be notified of each delivery at least 48 hours in advance, unless this has been agreed otherwise.
2. Delivery receipt by the customer is deemed as being complete upon delivery of the goods, and the Client acknowledging the storage location in question.

## **9. PROVIDING INFORMATION**

1. The Client shall ensure us that the goods being offered to us are correct and complete, and that he/she has provided details such as the nature of the goods, the gross weight, the number of packages, the value, and any other information, which may be relevant.
2. Should any goods be subject to customs and excise regulations, or tax regulations or other government legislation, the then Client shall supply all relevant information and documents promptly in order to enable them to do to comply with any such provisions and regulations.

## **10. INSPECTION AND STATUS OF ITEMS**

1. We shall never carry out any inspections on behalf of the Client unless we have obtained specifications of goods which are being supplied to us in terms of their accuracy/and or completeness.
2. Should we determine that the goods being offered by us are weighed and/or measured and subsequently vary from the specifications in weight and/or dimensions, then any costs for weighing and/or resizing shall be borne by the Client.
3. Should it become evident that any goods submitted to us show a surplus when compared to the amount specified by the Client, then we reserve the right to refund this surplus value in comparison to the agreed rate.
4. Should it become evident that any goods submitted to us show a shortage when compared to the amount specified by the Client, then we reserve the right to refund this shortfall in comparison to the agreed rate.
5. Packages shall only be opened in order to examine their contents at the request of the Client; however, we reserve the right to do so, should we suspect that the content has been specified incorrectly.
6. Any goods shall be packaged in a good condition, and delivered to us unless agreed otherwise.
7. Should it be proven upon delivery that any goods are in a damaged or defective conditions which is externally visible, then we shall be entitled, albeit under no obligation to do so, to protect the Client's best interests and risks by requesting that the carrier provide evidence of the condition, and ensure that no Clients may hold us responsible for any such issues.
8. We shall not owe any compensation in the event of faulty, defective or dangerous goods, and the Client shall remain liable for all of our costs and any damages caused providing any storage, items that require storage or items, which have been provided.
9. We are committed to the most thorough implementation possible of any orders and work activities, which have been agreed with the Client. Should it become apparent that we have supplied goods which vary from the specifications listed in terms of quality and/or composition in the relevant agreements indicated, delivery documents, etc., then the Client is obliged to prove that we are responsible for any such changes, and should he/she fail to do so, then it shall be assumed that these changes occurred outside of our own responsibility.

## **11. DELAYED / IRREGULAR DELIVERY OR COLLECTION**

1. The delivery and/or collection of goods must be made during normal working hours, which apply to our business. Should the Client request that any work be carried out outside of our working hours, then it is our decision whether or not we agree to this. Any extra costs incurred by carrying out any work outside of normal working hours, shall be borne by the Client.
2. Should the Client inform us that goods for storage will be delivered in certain quantities and/or at certain times, or will be collected, and if under these circumstances, the Client should fail to provide a timely and regular collection process upon delivery, then the Client is obliged to pay any costs which may occur, including travel expenses, in order to compensate us as workers and for equipment used in fulfilling the contract in question if instructed by us, and/or items are not classified or not used in full.

## **12. PUBLIC SALES**

1. Notwithstanding the provisions of Article 20, we are entitled, at our discretion, whether this involves public wholesale or otherwise, and if the law permits, to make sales at the expense of the Client, and to retain the proceeds of all amounts owed to our Client, and to retain any business should the Client be in default, should the Client have instructed us to do so, regardless of whether this is at an agreed time, or during a different period.
2. Should it be expected that sales of the cost will be higher than any profits, then we remain entitled to remove the goods, or to dispose of them. The Client shall remain liable for what he/she owes, in addition to any costs for removal or destruction.

## **13. STORAGE LOCATION**

1. Unless agreed otherwise, we are at liberty to choose the storage location, and remain entitled to relocate any goods to another storage location at any time. We shall bear any relocation costs, unless a relocation must take place the interests of the Client, or due to any circumstances for which we cannot be held liable, or where government rules and regulations result in any relocation being charged to us, and us being responsible for any such risk.
2. The Client shall be informed of any such relocation without the Client having any rights to make claims against as a result of any such activity.
3. Unless explicitly agreed otherwise, we are entitled to combine any items of the same type together as part of our storage policy. We are not required to identify the various good linked to any other parties.
4. We remain committed to the Client and to any individuals appointed by it, to grant access to the Client's business premises, should the Client and any such individuals remain subject to our requirements, and any access during normal working hours shall take place under our own access guidance policy. The Client shall be held liable for any damage caused by visiting individuals. The Client shall indemnify us against any claims made by third parties, including our employees and employees of client-related damages resulting from any issues mentioned in the previous paragraphs.

## **14. CONDUCTING WORK ACTIVITIES**

1. The Client is required to carry out a number of work activities, such as sampling, treatment, care, processing (including grinding and sieving), repacking, storage, restacking, placing into batches, weighing, and must conduct all of these activities as specified in our fees and terms and conditions.
2. Should we not wish to undertake any work ourselves, then this is possible, however, only under our own conditions, under our supervision and where payment of the costs associated are provided by and on behalf of our Client, and with our permission. We cannot be held liable for this under any circumstances.
3. With regards to any goods received in storage or its packaging, we are not obliged to take any measures other than those, which are considered routine in terms of standard preservation. We are only obliged to take specific measures on this basis should this have been agreed with the Client.

4. We are entitled to take immediate measures at the expense and at the risk of the Client, such as cleaning, removing, destroying or conducting business, or other activities deemed to be fair, should any omission/losses or damages to the goods themselves or to other items, or to the warehouse or to equipment, or roof racks, put individuals at risk, or when we have instructed a number of measures to be taken at our own sole discretion.
5. Notwithstanding the provisions of paragraph 4, we shall be relieved of any third party claims made against our own business interests, which arise from any damage caused by the Client's business.

#### **15. LOSS OF GOODS, DAMAGES AND LIABILITY**

1. The risk of losses, destruction or theft of any items stored by us, or any other goods within the domain of business client, shall be borne by the Client whenever requested by us.
2. In cases of loss, destruction and theft, which deemed to have occurred even with a genuine insurance policy, adequate care must be taken to ensure secure storage.
3. For goods which are stored on open ground or which may be stored, or where it is normal for us to store them on open ground, any liability for damages of items exclusive stored on the open ground, which may potentially relate to such storage, shall be excluded.
4. We are not responsible, and cannot be held liable for any damages arising from the nature or the condition of the vehicle used by us or by our third parties, including any damage caused by pollution due to residue from a previous method of transport, which had been deployed.
5. All our activities and work shall be borne by us and shall remain our risk, unless these General Terms and conditions should specify otherwise. We cannot be held liable for any damage unless the Client can prove that any damage was caused by intent or gross negligence on our part.
6. Any damages for which we may be held liable, shall incur a fee of up to and including the cost charged by us for storage and handling, whether this be it for goods and services, fees, however, this shall be limited to a maximum of € 4,500.00 (five thousand, four hundred Euro) per event or per series of events with both one and the same cause.
7. Any damage, which may result in the loss of profits, loss of revenue, or any other consequential damages shall not be recoverable under any circumstances.
8. Any damages to an independent part of the goods, where any damage to one or more of several items grouped together, and any depreciation of any remaining parts of the business shall remain unaffected.
9. Any claim for compensation in respect of our liability shall expire six months from the date of delivery, or from the time when any incomplete transshipment activities have taken place, or after the date on which the storage period of any damaged goods has also expired.
10. The Client shall indemnify us against claims made by third parties for whatever reason, and also should they experience any damages as a result of any goods and/or services provided by us.
11. Any penalty fines for completely forfeiting the right to compensation on behalf of the Client shall remain subject to an investigation of the causes, the nature and extent of the damage for which compensation is sought with our cooperation

#### **16. CLIENT LIABILITY**

1. The client remains liable on our behalf, and/or for third parties in relation to any damages resulting from any incorrect and/or misleading and/or incomplete descriptions, indications and communications, as well as for any damages for any known defects in goods and/or packaging of which we have not been made aware, even if this damage has occurred outside of his/her watch. Should the weight of the goods not be specified or be incorrect then the client is liable for all damages caused as a result thereof.

2. The Client also remains liable for all damages caused by failing to fulfil any of these conditions, or by failing to do so within a sensible time frame, or shall be obliged to do so if specified by the agreement, provided that these terms and conditions do not specify alternative instructions.

3. Notwithstanding the provisions of this article we shall be relieved of any claims made by third parties, or shall be indemnified thereof, or paid or owed by third parties, or shall make payments to third parties, including issues which may relate to our employees and employees of the client who have been appointed in order to retain the nature or the condition of the goods being stored.

#### **17. INSURANCE**

1. The Client is obliged to insure any of our goods used for storage and/or handling and to maintain any reasonably secure locations, which form part of any such insurance policy.

2. Should, in the event of any damage to or loss of property be caused by fire or otherwise, we shall provide resources for the establishment where any damage or loss has been caused, if required to do so.

These resources shall be offset against any payment we may incur, along with any other associated costs.

#### **18. (INTERMEDIATE) RETURN OF GOODS**

1. The Client may, at any time following any payment we have requested from him/her (in the broadest sense) return any goods placed in storage should he/she have complied fully with these terms and conditions.

2. Should the goods provided by the client in storage be retained alongside other items (those belonging to another client) belong to us, then the Client reserves the right to issue a quantity of the newly created items, which is equal to the amount of the original items the Client has provided to us and has held in storage.

3. Should a fixed period of storage be agreed, then we cannot demand that the Client remove any of the goods before the agreed period has expired, unless there are extenuating circumstances as referred to in paragraph 7.

4. Should no period of detention be agreed, or if the agreed period of detention has expired, we may relieve the Client of any future business activity with a period of notice, along with reasons why we wish to take any such course of action.

5. Should the Client fail to return the goods, then we are entitled to repossess the goods, and/or, if necessary, to sell these to a third party, in which we shall underwrite any losses in relation to these goods, and shall invoice the Client and charge them for any such losses.

6. At all times, we shall remain entitled to uphold any period of notice, even should there be extenuating circumstances. Any claims for repossession of the goods received in storage can be made by us prior to the retention period having expired.

7. An urgent reason for doing so means a circumstance, which is such that the client should not be expected to have complied with reasonable standards in relation to sensible levels of storage.

8. An urgent reason shall also be assumed if the Client fails to comply with one or more provisions of these terms and conditions, and if it appears that the presence of the any risk of loss and/or damage to other goods may be caused by the warehouse or to existing equipment, or where individuals may be put at risk; and furthermore, should any goods be perishable or have resulted in a series of changes imposed at our sole discretion, and where we can justify that the Client is negligent have provided him/her with instructions to rectify this.

9. The Client shall remain liable to pay us any such fees up until the time that he/she returns any goods.

## **19. PAYMENT**

1. Unless otherwise agreed in writing, the Client is obliged to pay any our invoices within 14 days upon receipt. All amounts to be recovered from the client, shall remain payable after the deadline for payment of the claim has expired, regardless of the circumstances in question.
2. Should the payment default on payment deadlines, then the Client shall pay us an interest rate of 1.5% per month or part thereof on any outstanding amount, along with any statutory commercial interest, whichever amount should be higher.
3. Payments will initially be deemed to have been completed in order to cover costs and interest, and only then to cover any work carried out by us, and the oldest due invoice and/or claim will be netted off first.
4. Should any late payment result in legal proceedings, or other means are passed to a debt collection agency, then we must impose an amount of 15% of the outstanding (invoice) which is equal to a minimum of € 150.00, along with any other judicial or debt collection charges. Any judicial and enforcement costs shall also be borne by the Client.
5. We are entitled to offset any debt owed to us by the Client, along with any legal claims, which have been made by the Client, or any individual legal costs.
6. The Client is not entitled to suspend any payments, nor to offset any (alleged) legal claim being made against us.
7. Should the Client be in default, then we remain entitled to place the Client account on hold until payment has been made, or to terminate the agreement without immediate effect by providing a written statement outlining our intentions to do so.
8. At all time we reserve the right to fulfil any payment obligations due and are not required to request payment guarantees for either full or partial payment.

## **20. RIGHT TO RETENTION**

At all times, we remain entitled to request that our good be taken into storage and/or may request any documents or payment, provided that we have not been paid in full (regardless of whether the two matters are linked), and may request any storage and/or handling fees (including interest and expenses which may have accrued). In addition to this, we are entitled to request full payment of any amounts, which remain due, and should the Client fail to honour this, we may impose a deadline on the Client as specified in Article 12.

## **21. TRANSMISSION OR TRANSFER OF OWNERSHIP**

1. The Client is obliged to inform us immediately in writing and to notify us of a change of ownership or a transfer of property, or a transfer of the right to delivery of goods to a third party.
2. Notwithstanding any previous activities, the transfer or transition imposed on us shall not remain legally binding, nor will it be recognised by us, unless the new owner(s) comply with all of the provisions of the agreement between us, and any initial and/or transferred items are accepted by the Client, and he/she also accepts any existing terms and conditions.
3. We remain liable for the original and/or any items being transferred by the Client for all our of claims in respect of, or in connection with any storage, and/or with respect to any work which has been carried out, even if they are delivered after the transfer of ownership or, where any transfer of rights remains subject to delivery.
4. After any respective transfer of ownership, the right to deliver any of the goods shall be retained by new owner acting as the Client, and he/she, along with the previous owners shall remain severally liable for all of the claims listed above, even where these may have been made prior to any transfer of ownership.

## **22. FORCE MAJEURE**

1. We are not obliged to pay any compensation to the Client as a result of failing to meet our obligations should the cause of this omission be attributed to us, or should any third parties be relieved of any blame, which have been appointed either be us, or by our suppliers. This shall apply to following circumstances or events: war; the threat of war; natural disasters; riots and serious disorder; blocks or barriers on the road and water networks such as high or low water stagnation caused by adverse weather conditions (including ice, fog, and slippery conditions), roadblocks, strikes, industrial action, any work activities causing disruption, or any action on behalf of a national or international government department, and other significant factors for which we cannot be held responsible.
2. In the case of force majeure, the contract shall remain in force; however, our obligations shall be suspended for the duration of the force majeure element in question. All additional costs caused by an event of force majeure shall be borne by the Client.
3. Should we deem the force majeure situation to be one of a permanent nature, then we shall be entitled to terminate the agreement by issuing a written statement, and without the Client being entitled to any compensation for damages.

## **23. CANCELLATION**

1. Should the Client wish to cancel the agreement either prior to or during the execution of the agreement, the Client shall be obliged to pay all of our costs and damages in full, including any lost profits.
2. The Client shall be held liable to any third parties for any consequences of the cancellation and shall indemnify us of any claims made by third parties as a result thereof.

## **24. COMPLAINTS**

1. Should we provide any goods to the Client without the Client or any of its instructed representatives being present, if any loss or damage is visible, or is detected as such at a later date, or if any apparent loss or damage is not communicated in writing within a period of five days, or we have not been notified in any other written form for which the general nature of the loss or damage has been claimed, then will understand that any of the goods which have been received were in a good condition.
2. No claims are possible for the incompleteness or properties of items, which have been constructed from natural materials, even if these imperfections or properties are consistent with the nature of these materials and commodities. Neither shall any signs of discoloration, changes to colours, and amalgamated materials and raw substances be taken into consideration.
3. As part of any goods delivered by us to the Client, the weight shall be determined by a calibrated weighbridge (bulk), and others items shall be delivered based on the number/units determined by the delivery/shipping note. The Client is obliged to check the delivered goods and any discrepancies in weight and/or quantity and to report this to us in writing within a period of 24 hours following delivery.
4. Any complaints do not suspend the Client's payment terms.

## **25. LOSS OF RIGHTS**

Any claims made by the Client shall be lost after the initial claim has expired after a period of six months. The period beings from the first day following the day, where: the items have been provided by us; where we have received a notification from the Client; where we have addressed any subsequent claims which may have been made by third parties.

## **26. APPLICABLE LAW AND JURISDICTION**

1. All legal relationships between the Client and ourselves are governed exclusively by Dutch law. The Vienna Sales Convention (CISG) shall not apply under any circumstances.
2. Any disputes shall be submitted exclusively to the competent court within our local area of jurisdiction (Court of Zeeland-West-Brabant).

