

Terms and conditions - Vegimex B.V.

These are the terms and conditions of Vegimex B.V. ("Vegimex").

Vegimex B.V. is located at ABC Westland 271, 2685DC Poeldijk, with the Chamber of Commerce (KvK) number 73862576.

If you have questions about the terms and conditions, you can contact us via

Email: info@vegimexbv.com

Phone: +31 641886974

Post: Vegimex B.V., ABC Westland 271, 2685DC, Poeldijk.

Vegimex reserves the right to change these terms and conditions. You agree that the latest version of these terms and conditions will always apply to the assignment. Agreements that deviate from these general terms and conditions are only valid if they are recorded in writing.

Article 1 - Service

Our service consists of importing and exporting food products.

Article 2 - Application Terms and Conditions

These terms and conditions apply to every offer, quotation and assignment between Vegimex and you (hereinafter mentioned as "Client"). We will send these terms and conditions to you free of charge. The terms and conditions are also available on

www.vegimexbv.com.

Article 3 - Realization of order

The order is created when Vegimex sends a written confirmation to the Client.

Article 4 - Quotes and offers

4.1 All offers and quotations made by Vegimex are without obligation, unless otherwise agreed. An offer in a quote only applies to the specific order in question (and not for any future assignments).

4.2 If the Client provides information to Vegimex, Vegimex may assume that these are correct and they will base it's quotation on this.

Article 5 - Price

5.1 Vegimex may increase the price for services and/or products delivered in the meantime if there are unforeseen and cost-increasing circumstances that have taken place after the realization of the order.

5.2 If Vegimex is forced to raise the price due to circumstances mentioned in the previous article, the Client has the right to cancel the order. Costs or working hours already incurred will be charged. Client is not entitled to compensation in such cases.

5.3 The price is excluding any expenses from Vegimex and excluding VAT and other government levies.

Article 6 - Payment and collection costs

6.1 Client must always pay within thirty days after the invoice date.

6.2 If the Client does not pay the invoice on time, it is legally in default. Client then owes the legal interest (if he is a consumer) or the legal commercial interest (if he is a company), plus 1%. The interest on the amount due is calculated from the moment that the Client is in default until the moment the full amount due is paid.

6.3 The entire claim of Vegimex on the client is immediately due if:

- a. Client exceeds a payment term;
- b. Client has been declared bankrupt or is in suspension of payment;
- c. Client (company) is dissolved or liquidated;
- d. Client (natural person) is placed under guardianship or dies

6.4 If the Client does not pay on time, he is immediately in default. From that moment, the Client owes all extrajudicial collection costs to Vegimex. With an invoice amount up to € 267, these costs will be €40. With a higher invoice amount the maximum collection costs are as follows:

- 15% on the first €2500;
- 10% on the part that remains afterwards, up to € 5000;
- 5% on the part that remains afterwards, up to € 10.000;
- 1% on the part that remains afterwards, up to € 200.000;
- 0.5% over the remainder.

Article 7 - Contract duration

7.1 Vegimex and the Client enter this agreement for an indefinite period of time, unless the Parties agree otherwise.

7.2 The agreement can be terminated without cancellation period by both parties at any time.

Article 8 - Implementation time

8.1 If the Client owes an advance payment or has not delivered the required information or materials, the time period within which Vegimex carries out work will not start. As soon as all advance payments, documents and/or required information has been completed, Vegimex will start their work.

8.2 If a period has been agreed or specified for the implementation of the assignment, this is never a deadline. If a period is exceeded, the Client must first give Vegimex a written notice of default.

8.3 Client cannot dissolve the assignment due to exceeding the term of Vegimex. This does not apply if the implementation is permanently impossible or if Vegimex does not carry out the order within the new implementation time that has been shared with Client in written form.

Article 9 - Third parties

Vegimex may have work and/or orders (partially) performed by third parties. Articles 7: 404 of the Dutch Civil Code (execution by specific person), article 7:407 paragraph 2 (joint and several liability) and 7:409 of the Dutch Civil Code (death of a specific person) does not apply.

Article 10 - Execution order

10.1 Vegimex will execute the order to the best of its knowledge and ability and according to the requirements of good craftsmanship.

10.2 Client ensures that he provides all necessary information, materials and/or documents to Vegimex in a timely manner in order for Vegimex to execute the order.

10.3 If the Client does not provide the necessary information or materials on time, Vegimex may suspend the execution of the order and invoice the extra costs incurred arising from the delay. Vegimex is not liable for damages that arise because of incorrect information or incomplete documents provided by the Client.

Article 11 - Change in order

11.1 If, during the order, it appears that it is necessary to change or supplement the content of the order for proper execution, both parties will discuss this in written or spoken form.

11.2 Vegimex reserves the right to increase or decrease the agreed price. Vegimex will (if possible) make a price estimate of this in advance. By changing the order the specified implementation period can also change. Client accepts the possibility of changing the order, price(s) and execution time.

11.3 Vegimex may refuse a request to change the Client's order, if this can have a qualitative or quantitative impact on the order and/or activities.

Article 12 - Suspension and dissolution

12.1 Vegimex may suspend the order if due to circumstances (outside of their control and circumstances which Vegimex was not aware of) his obligations temporarily cannot comply.

12.2 If compliance is permanently impossible, the parties can terminate the part of the order that has not yet been completed.

12.3 Vegimex reserves the right to suspend or dissolve the execution of the order if the Client does not fully fulfill its obligations or is late doing so. Client must then pay or compensate Vegimex.

Article 13 - Suspension and dissolution

13.1 If Vegimex cancels the order prematurely, Vegimex will arrange the transfer of the work still to be done to third party(ies), unless the cancellation is attributable to the Client. If the transfer of the order or activities creates extra costs for Vegimex, these costs will be invoiced to the Client.

13.2 Vegimex reserves the right to cancel the order immediately (and is not obliged to compensate) in one of the following cases:

- a. Client exceeds a payment term;
- b. Client is bankrupt or in suspension of payment;
- c. Client (company) is dissolved or liquidated;
- d. Client (natural person) is placed under guardianship or dies;
- e. There is a different circumstance resulting in a situation where the Client does not freely dispose of his assets.

Article 14 - Force majeure

14.1 Vegimex does not have to meet its obligations in the event of force majeure.

14.2 Vegimex may, during the period that the force majeure continues, cancel its obligations. If this period lasts longer than 1 month, then both can parties dissolve the contract, without being obliged to pay compensation.

14.3 If Vegimex has partially met its obligations and if the fulfilled part holds financial value, Vegimex may invoice the fulfilled part.

Article 15 - Property

16.1 All goods and products Vegimex supplies to Client remains property of Vegimex until the Client has fully met all obligations.

16.2 Client must do everything that he can reasonably do to protect the products supplied by Vegimex.

16.3 If Vegimex wants to exercise its property rights, the Client gives unconditional and irrevocable permission to Vegimex to visit and enter all places where the properties are stored, so that Vegimex can inspect the products and take them back if needed.

Article 16 - Warranties

16.1 Vegimex guarantees that the products supplied meets the usual requirements and standards that can be set at the time of delivery.

16.2 This warranty does not apply if the Client uses the delivered products incorrectly.

16.3 This guarantee also does not apply if there is a defect in the products due to circumstances that are out of the control of Vegimex.

Article 17 - Examination

17.1 The Client must examine the delivered products at the moment that they become available or when the activities have been carried out. The Client must examine whether the quality and quantity of the delivered products corresponds with what has been agreed and whether it meets the requirements of the parties agreed.

17.2 Client must inform Vegimex in written form about any visible and/or invisible defects within 48 hours of delivery. The specification about the invisible defects must contain a detailed written description along with a photograph of the defect.

Article 18 - Complaints

18.1 Client must report any complaints in written form within 48 hours.

18.2 If the Client submits a complaint on time, this does not suspend its payment obligation.

18.3 If the Client reports a complaint later than the 48 hour time window, Client will no longer be entitled to replacement or compensation.

18.4 If it is certain that a order and/or product is defective and this has been reported on time, then Vegimex will replace, repair or compensate the defect within a reasonable period after the defect has been reported to Vegimex in written form.

18.5 If it is certain that a complaint is unfounded, then the costs made by Vegimex that arose as a result (such as research costs) are entirely for the account of Client.

Article 19 - Liability

19.1 Vegimex is only liable for damages suffered by the Client that are directly and exclusively the result of a shortcoming of Vegimex

19.2 Vegimex is not liable for damages that have arised when it is based on incorrect or incomplete information provided by the Client.

19.3 Vegimex's liability is always limited to the invoice value with a maximum of € 35.000.00.

19.4 In any case, the liability of Vegimex is limited to the amount that is insured by the insurance for that exact case and/or order.

19.5 The limitations of liability included in this article do not count if the damage is due to intent or gross negligence of Vegimex.

Article 20 - Limitation period

20. 1 The limitation period of all claims and defenses against Vegimex is 12 months.

Article 21 - Indemnity

21.1 The client indemnifies Vegimex against any claims from third parties that suffer damage as a result of the execution of the order and from which the cause is not attributable to Vegimex.

21.2 If third parties appeal to Vegimex, the Client will do everything that may be expected of him, in and out of court.

21.3 If the Client does not take any legal measures, Vegimex may do so. All costs and damages that arise for Vegimex as a result, are entirely for the Client's account.

Article 22 - Intellectual property

22.1 Vegimex reserves the right of ownership to their plans, documents, images, drawings, software, creations and related information. This also applies if costs have been charged for this or when improvements have been made later.

22.2 Client may not copy the items mentioned in the previous paragraph (if this is not intended for internal use by the Client), show it to third parties or make it available for a purpose other than for which they were provided by Vegimex.

Article 22 - Confidentiality

22.1 Unless there is a legal or professional obligation to disclose, Vegimex will keep all information about the Client confidential to third parties.

22.2 Vegimex will not use the information provided by the Client for any other purpose use for which it was obtained, unless Vegimex is in a (legal) procedure in which these documents may be of importance.

22.3 Client will not publish the content of agreements, order confirmations, quotations, reports, advice or other expressions, whether written or not, and ensure that third parties do not see its content.

Article 24 - Nullity

24.1 If any part of these terms and conditions are null and voidable, it will not change the validity of the remainder of the Agreement. The void or destroyed part or article becomes replaced by a provision that follows the content of the invalid provision as much as possible.

Article 25 - Conflicting clause

25.1 In the event that these terms and conditions and the agreement contain conflicting conditions, the conditions included in this agreement apply.

Article 26 - Applicable law

26.1 Dutch law.

Article 27 - competent court

27.1 Court of Amsterdam.