

Smederijstraat 5
5111 PT Baarle-Nassau
The Netherlands



Phone: +31 13 507 8470
Mail: info@zuidam.eu
www.zuidam.eu

TERMS AND CONDITIONS OF SALES ZUIDAM DISTILLERS BV

Date: 01-11-2018

All previous terms & conditions of sales are not longer valid



Clause 1 - Applicability

- a.** These general terms and conditions of delivery apply to all offers, agreements, deliveries, orders and activities. Different stipulations, agreements or arrangements only apply if they are confirmed in writing.
- b.** All sales agreements concluded by the seller are deemed to be closed under these general terms and conditions; different conditions, including terms of purchase of the other party, bind the seller only if the seller has agreed with that in writing.
- c.** Insofar these terms and conditions do not differ the statutory regulations apply.

Clause 2 - Parties

In these conditions, the parties are referred to as "seller" and "buyer". "Seller" means the private limited company Zuidam Distillers B.V. "Buyer" means Importer, wholesaler, liquor store or any other party.

Clause 3 - Offers

All offers are non-committal, unless otherwise agreed upon in writing. Deviations and /or interim changes are reserved.

Clause 4 - Orders

No matter how or in what way an order is issued, the buyer shall be bound by it. This applies equally to any orders given, contracts signed or agreements made concerning prices and acceptances of terms by someone authorized to act on behalf of the principal.

Clause 5 - Delivery

- a.** Unless specifically agreed otherwise all deliveries will be ex-works.
- b.** The seller will decide the method of delivery when an order is on a carriage-free basis. Where the buyer requires a different method, any possible additional cost must be borne by the buyer.
- c.** Costs of pallets, duckboards, covers...etc. used in transport will be at the cost and risk of the buyer. The seller has the right to reclaim pallets at any time.

Clause 6 - Risk

- 1.** The risk with regards to damage and loss of the delivered goods and of any damage resulting therefrom shall be transferred to the buyer immediately upon loading and signing of the packing list.
- 2.** All goods delivered by the seller remain property of the seller until the buyer has paid the purchase price including extra-judicial costs, interest and penalties, as well as any other claim as referred to in Section 3:92 paragraph 2 of Dutch Civil Code. However, the buyer is entitled to resell or process the goods as part of his normal business operations, unless the seller gives written notice that the buyer must immediately make these goods available to the seller.
- 3.** If the buyer is in default of his obligations to the seller as referred to in this article, the seller shall be entitled to take back the goods belonging to themselves and at the expense of the buyer from the place where they are located. The buyer must cooperate with this and has to give unconditional and irrevocable consent to the seller or third parties to be appointed to enter all those places where the properties of the seller are located and to take back these items.

Clause 7 - Delivery periods

- a.** The seller will do his best to meet the delivery dates quoted.
- b.** A delivery which does not take place within the time stated cannot be taken by the buyer as grounds for demanding compensation. The buyer will however be entitled to specify, in writing, a day within the following fortnight when the delivery must take place. If after this, the goods have still not been delivered the buyer will have the right to assume, without advice, that the agreement to supply has been cancelled. If in fact the merchandise in question left the seller's premises in time for the delivery to be accomplished as promised, it will be assumed that the seller kept to his side of the bargain as regards delivery times.
- c.** Where a seller discovers that, for reasons outside his control, a failure has occurred, he will be entitled to postpone the delivery date until such time as the failure is rectified or, by sending a written statement, to cancel that part of the contract which has not been carried out.
- d.** The buyer is expected to take delivery of the goods on the date agreed or as soon after as possible. Where the buyer wishes to receive the goods later, the cost of warehousing and handling will be added to the bill.
- e.** Return shipments of delivered goods are only permitted if the seller has given explicit written permission for this.



Clause 8 - Failure outside control (force majeure)

- a.** When the seller cannot be held responsible for a failure he will be entitled to cancel the sale contract as far as it has not been executed by issuing a written statement and without being held liable for damages or to provide a later delivery.
- b.** The following circumstances, even if they could have been predicted at the moment the contract was signed, will be considered as outside the seller's control: industrial action including strike and lock-out, excessive sick leave by employees, equipment and power failure, fire, collapse of the company, one of the Benelux countries placed on a war footing, declared state of war, siege, government intervention, stock requisition (including raw materials), natural catastrophes, meteorological conditions and other factors which might have a detrimental influence on production and/or delivery.

Clause 9 - Payment

- a.** Payment must be settled in full at the date indicated on the invoice and by the means indicated by the seller. It is explicitly prohibited to settle amounts that the buyer has to collect from the seller against the payment of the outstanding invoices.
- b.** Any disputes between the buyer and the seller regarding quality or complaints submitted by the buyer for other reasons do not entitle the buyer to suspend or settle the payment.
- c.** Both before and during the execution of the purchase agreement, the seller has the right to ask for a down payment, cash in advance, prepayment or a deposit security.
If the buyer refuses to comply with such a request, the seller has the right to delay work until payment is received, cancel that part of the contract not yet fulfilled, or even cancel the whole contract without prejudicing his rights to compensation.
- d.** If the buyer fails in his contractual obligations towards the seller giving as his reason's suspension of payment, deferment of payment, bankruptcy, seizure, transfer of assets or liquidation of his business, he will still owe the seller the full amount for which he is liable. The seller will be entitled to seize unpaid goods without prejudice to any rights to which he becomes entitled by the failure of the buyer to honor his part of the contract.
- e.** The buyer will be considered in default of his obligations by the simple fact of not paying his bill on time. It will not be considered necessary to issue or serve warnings or formal notices.
- f.** In such a case, the Seller will be able to claim from the Buyer the purchase price, plus the statutory interest as well as all judicial and extrajudicial costs incurred by the Seller or charged to the Buyer for the collection of the amount due by the Buyer. The statutory commercial interest is referred to in Section 6: 119a Dutch Civil Code.

Clause 10 - Liability

- a.** Seller agrees to deliver goods in accordance with the legislation, quality rules and standards applicable at the time the agreement is entered into.
The financial liability of the seller in this respect or in respect of whatever delivery is agreed is limited to the amount stated in any invoice for delivering the goods to which it refers or for no more than the amount covered therein. Where a delivery is spread out the seller's financial liability will be limited to the portion of the amount covered by that delivery.
- b.** The seller is not liable towards the buyer as long as the buyer has not fulfilled his obligations towards the seller.
- c.** Seller is never liable for indirect damage, including but not limited to:
 - 1.** lost profits;
 - 2.** missed savings;
 - 3.** damage due to business interruption.

Clause 11 - Transfer of rights and obligations

- a.** Seller reserves the right to have third parties perform its obligations.
- b.** Buyer may only transfer its rights and obligations to third parties with the prior written consent of the seller.
- c.** Furthermore, in the event of the transfer of its obligations, the buyer will be obliged to provide the seller with appropriate guarantees against the fulfillment of these obligations upon request.

Clause 12 - Complaints

- a.** Any complaint/ claim concerning a shipment/ delivery must be made within eight days of the delivery or dispatch note date.
- b.** In the event of a faulty delivery the responsibility of the seller is limited to supplying a replacement within normal delivery times for that part of the delivery rejected. No matter what the consequences are of a faulty delivery they cannot be used as grounds for claiming compensation of any sort.
- c.** Complaints, claims or disputes, of whatever sort or nature, do not give the buyer the right to delay payment.

Smederijstraat 5
5111 PT Baarle-Nassau
The Netherlands



Phone: +31 13 507 8470
Mail: info@zuidam.eu
www.zuidam.eu

Clause 13 - Disputes

a. Dutch law applies to this agreement. The Zeeland / West Brabant District Court in Breda has exclusive jurisdiction to hear all disputes arising from this agreement.

Clause 14 - Previous versions

Previous Terms & Conditions of sales are not longer valid.
Zuidam Distillers BV, 01st November 2018