

# **General Terms and Conditions of Bextral B.V.**

## **1. Introduction**

These General Terms and Conditions (the "Terms and Conditions") apply to the sale of animal feed additives ("Products") by Bextral B.V. ("Company") to customers ("Customer") worldwide. These terms and conditions form part of all quotations and agreements of the Company. All terms and conditions used by the Customer are hereby expressly rejected.

## **2. Orders and Acceptance**

2.1 All orders are subject to acceptance by the Company. The Company reserves the right to refuse any order without giving reasons.

2.2 Orders should be placed through the Company's authorized sales channels.

2.3 Under no circumstances shall the Customer be entitled to rescind any agreement in whole or in part

## **3. Prices and Payment**

3.1 Prices are subject to change without prior notice. The applicable price for an order is the price in force at the time of ordering.

3.2 Payment terms are customer & region specific. Payment shall be made in the currency stated on the invoice.

3.3 The Customer is responsible for any taxes, customs duties or other charges applicable to the purchase of the Products.

3.4 Under no circumstances shall the Customer be entitled to set off any amount against one or more claims of Bextral and/or suspend any payment to Bextral.

3.5 In the event of late payment, the Customer shall owe the Company 1.5% interest per month, with part of a month counting as a whole month. In that case, the Customer shall also owe 15% extrajudicial costs with a minimum amount of €500.00.

## **4. Delivery**

4.1 Delivery dates are indications only. The Company shall not be liable for any delays in delivery.

4.2 Risk of loss and ownership of the Products passes to the Customer on delivery to the carrier.

4.3 The Company will endeavor to deliver the Products worldwide, but availability may vary depending on the Customer's location.

## **5. Inspection and Acceptance of Products**

5.1 The Customer must inspect the Products on delivery and notify the Company of any defects or discrepancies within five (5) days "of receipt.

5.2 If the Customer fails to notify the Company within the time specified, the Products shall be deemed to be accepted.

## **6. Returns and Refunds**

6.1 Returns of non-defective Products are subject to the Company's discretion and may be subject to a restocking fee.

6.2 Defective Products may be returned for replacement or refund, at the Company's option, provided the Customer notifies the Company within the specified inspection period.

## **7. Warranties and Limitation of Liability**

7.1 The Company warrants that the Products will conform to the specifications provided by the Company at the time of sale.

7.2 Except as expressly stated in these Terms, the Company makes no other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

7.3 The Company's liability shall be limited to replacement of the defective Products or refund of the purchase price, at the Company's option. The Company shall not be liable for any indirect, incidental or consequential damages.

## **8. Intellectual Property**

All intellectual property rights relating to the Products and any related documentation shall remain the Company's property.

## **9. Confidentiality**

The Customer agrees to keep confidential any non-public information provided by the Company, including pricing information, product formulations and other proprietary information.

## **10. Compliance with Laws**

The Customer agrees to comply with all applicable laws and regulations in connection with the purchase and use of the Products, including import and export regulations.

## **11. Applicable Law and Dispute Resolution**

These Terms shall be governed by the laws of the Netherlands. Any dispute arising out of or in connection with these Terms or the sale of Products shall be settled by submission to a competent court of the District Court in Amsterdam, the Netherlands, unless either party seeks an injunction in a court of competent jurisdiction.

The applicability of the Vienna Sales Convention is excluded.

## **12. Miscellaneous**

12.1 If any provision of these Conditions is deemed unenforceable, the remaining provisions shall remain in full force and effect.

12.2 These Terms constitute the entire agreement between the Company and the Customer relating to the sale of the Products and supersede any previous agreements or understandings.

Contact details

Bextral B.V.

Brieltjenspolde 6, 4921 PJ, MADE

[085 760 2997](tel:0857602997)

[info@bextral.com](mailto:info@bextral.com)