

| English                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Dutch                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| Biota Terms and Conditions<br>Version 1/2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Versie 1/2020 – Algemene Verkoop- en Leveringsvoorwaarden Biota Nutri B.V.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p><b>1. General Terms and Conditions</b></p> <p><b>1.1</b> Unless otherwise agreed in writing, these General Terms and Conditions (hereinafter referred to as the Terms and Conditions) shall apply between Biota Nutri B.V. (hereinafter referred to as the Seller) and the other party of the Seller, the customer, the client (hereinafter referred to as the Buyer)...</p> <p><b>1.2</b> The applicability of the Buyer's general terms and conditions is expressly excluded...</p> <p><b>1.3</b> Provisions deviating from these Terms and Conditions only apply if...</p> <p><b>1.4</b> If the Seller enters into agreements with the Buyer more than once...</p> <p><b>1.5</b> If one or more provisions in these general terms and conditions are null and void...</p> <p><b>2. Offers from and Agreements with the Buyer</b></p> <p><b>2.1</b> Quotations made by the Seller in any form whatsoever do not bind it...</p> <p><b>2.2</b> All offers, including those included in brochures and price lists...</p> <p><b>2.3</b> All quotations issued by Seller are revocable and are subject to change...</p> <p><b>2.4</b> The offers made by the Seller are based on the analyses and data...</p> <p><b>2.5</b> Verbal agreements are only binding on the Seller...</p> <p><b>2.6</b> All terms stated in an offer or agreement are considered target dates...</p> <p><b>2.7</b> Intellectual and industrial property rights relating to documents...</p> <p><b>2.8</b> Unless otherwise agreed in writing, the Seller shall remain the owner...</p> <p><b>3. Conclusion</b></p> <p><b>3.1</b> An agreement is only concluded after explicit written acceptance...</p> <p><b>3.2</b> The order confirmation of the Seller shall be deemed to reflect...</p> <p><b>3.3</b> Agreements concluded on behalf of the Seller by intermediaries...</p> <p><b>4. Prices</b></p> <p><b>4.1</b> The prices quoted and agreed upon are:</p> | <p><b>1. Algemene Voorwaarden</b></p> <p><b>1.1</b> Tenzij schriftelijk anders is overeengekomen, zijn deze Algemene Voorwaarden (hierna te noemen de Algemene Voorwaarden) van toepassing tussen Biota Nutri B.V. (hierna te noemen Verkoper) en de wederpartij van Verkoper, de klant, de opdrachtgever (hierna te noemen de Koper)...</p> <p><b>1.2</b> De toepasselijkheid van de algemene voorwaarden van de Koper wordt uitdrukkelijk uitgesloten...</p> <p><b>1.3</b> Van deze Algemene Voorwaarden afwijkende bepalingen gelden slechts indien...</p> <p><b>1.4</b> Indien de Verkoper meer dan eens overeenkomsten aangaat met de Koper...</p> <p><b>1.5</b> Indien één of meerdere bepalingen in deze algemene voorwaarden nietig zijn...</p> <p><b>2. Aanbiedingen van en Overeenkomsten met de Koper</b></p> <p><b>2.1</b> Offertes van de Verkoper, in welke vorm dan ook, binden hem niet...</p> <p><b>2.2</b> Alle aanbiedingen, ook die in brochures en prijslijsten...</p> <p><b>2.3</b> Alle offertes van Verkoper zijn herroepbaar en kunnen worden gewijzigd...</p> <p><b>2.4</b> De aanbiedingen van de Verkoper zijn gebaseerd op de analyses en gegevens...</p> <p><b>2.5</b> Mondelinge afspraken zijn slechts bindend voor Verkoper...</p> <p><b>2.6</b> Alle in een aanbieding of overeenkomst vermelde termijnen gelden als streefdata...</p> <p><b>2.7</b> Intellectuele en industriële eigendomsrechten met betrekking tot...</p> <p><b>2.8</b> Tenzij schriftelijk anders is overeengekomen, blijft Verkoper eigenaar...</p> <p><b>3. Conclusie</b></p> <p><b>3.1</b> Een overeenkomst komt pas tot stand na uitdrukkelijke schriftelijke aanvaarding...</p> <p><b>3.2</b> De opdrachtbevestiging van de Verkoper wordt geacht een weerspiegeling te zijn van...</p> <p><b>3.3</b> Overeenkomsten die namens de Verkoper worden gesloten door tussenpersonen...</p> |

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| <p>i. Excluding VAT, import duties, other taxes...</p> <p>ii. Excluding packaging, transport, insurance...</p> <p>iii. In Euros;</p> <p>iv. Based on delivery from warehouse.</p> <p><b>4.2</b> Taxes, levies, and/or other duties are for the account of the Customer.</p> <p><b>4.3</b> The agreed prices are based on the costs and conditions on the day of agreement.</p> <p><b>4.4</b> If the cost items increase after the agreement...</p> <p><b>4.5</b> The Seller may request payment security before proceeding.</p> <p><b>4.6</b> Payments must be made within 14 days of the invoice date.</p> <p><b>4.7</b> Payments can only be made by bank transfer.</p> <p><b>4.8</b> All payments must be made without tax deduction or set-off.</p> <p><b>5. Delivery</b></p> <p><b>5.1</b> Delivery periods commence from the day the Seller confirms the agreement...</p> <p><b>5.2</b> The delivery period assumes foreseeable circumstances remain unchanged.</p> <p><b>5.3</b> Delay due to changed circumstances or late delivery...</p> <p><b>5.4</b> The Seller is not liable for consequences of exceeding delivery period...</p> <p><b>5.5</b> If the Buyer owes payment, Seller may suspend performance.</p> <p><b>5.6</b> Delivery of goods is ex warehouse unless otherwise agreed.</p> <p><b>5.7</b> Goods are at Buyer's risk from the moment of leaving the warehouse.</p> <p><b>5.8</b> In the event of refusal by the Buyer, Seller may store the goods at Buyer's risk.</p> <p><b>5.9</b> In the event of refusal and non-approval, Seller may dissolve the agreement...</p> <p><b>6. Retention of Title</b></p> <p><b>6.1</b> Ownership remains with Seller until full payment is received.</p> <p><b>6.2</b> Buyer may not pledge or grant rights to goods not fully paid.</p> <p><b>6.3</b> Buyer must inform Seller of any third-party claims or seizures.</p> | <p><b>4. Prijzen</b></p> <p><b>4.1</b> De opgegeven en overeengekomen prijzen zijn:</p> <p>i. Exclusief BTW, invoerrechten, andere belastingen...</p> <p>ii. Exclusief verpakking, transport, verzekering...</p> <p>iii. In euro's;</p> <p>iv. Gebaseerd op levering vanuit magazijn.</p> <p><b>4.2</b> Belastingen, heffingen en/of andere heffingen zijn voor rekening van Afnemer.</p> <p><b>4.3</b> De overeengekomen prijzen zijn gebaseerd op de kosten en voorwaarden op de dag van overeenkomst.</p> <p><b>4.4</b> Indien de kostenposten na de overeenkomst stijgen...</p> <p><b>4.5</b> De Verkoper kan om betalingszekerheid vragen alvorens verder te gaan.</p> <p><b>4.6</b> Betalingen dienen te geschieden binnen 14 dagen na factuurdatum.</p> <p><b>4.7</b> Betalingen kunnen uitsluitend geschieden door middel van een bankoverschrijving.</p> <p><b>4.8</b> Alle betalingen dienen te geschieden zonder belastingaftrek of verrekening.</p> <p><b>5. Levering</b></p> <p><b>5.1</b> Leveringstermijnen gaan in op de dag dat Verkoper de overeenkomst bevestigt...</p> <p><b>5.2</b> De leveringstermijn gaat ervan uit dat de voorzienbare omstandigheden ongewijzigd blijven.</p> <p><b>5.3</b> Vertraging door gewijzigde omstandigheden of laattijdige levering...</p> <p><b>5.4</b> Verkoper is niet aansprakelijk voor de gevolgen van overschrijding van de leveringstermijn...</p> <p><b>5.5</b> Indien Koper betaling verschuldigd is, kan Verkoper de uitvoering opschorten.</p> <p><b>5.6</b> Levering van goederen geschiedt af magazijn, tenzij anders is overeengekomen.</p> <p><b>5.7</b> Goederen zijn voor risico van Koper vanaf het moment dat ze het magazijn verlaten.</p> <p><b>5.8</b> In geval van weigering door Koper kan Verkoper de goederen op risico van Koper opslaan.</p> <p><b>5.9</b> In geval van weigering en niet-goedkeuring kan Verkoper de overeenkomst ontbinden...</p> |
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| <p><b>6.4</b> Buyer must store goods separately as Seller's property.</p> <p><b>6.5</b> Buyer must insure the goods for damage and theft.</p> <p><b>6.6</b> Seller may reclaim goods if Buyer fails to meet obligations.</p> <p><b>6.7</b> Return costs are borne by the Customer.</p> <p><b>7. Risk</b></p> <p><b>7.1</b> Upon arrival, Buyer must inspect goods and seek compensation from liable parties.</p> <p><b>7.2</b> Risk transfers to Buyer once goods are offered for transport...</p> <p><b>8. Payment</b></p> <p><b>8.1</b> Payments are due within 14 days without compensation.</p> <p><b>8.2</b> Complaints do not entitle Buyer to suspend or set-off payments.</p> <p><b>8.3</b> Seller may request a bank guarantee or other security.</p> <p><b>8.4</b> In the event of late payment, Buyer owes 1.5% interest per month...</p> <p><b>8.5</b> Seller may suspend other deliveries if Buyer is in default.</p> <p><b>8.6</b> Buyer bears all extrajudicial collection costs...</p> <p><b>8.7</b> In case of invoice dispute, Buyer must deposit amount in escrow...</p> <p><b>9. Suspension/Dissolution</b></p> <p><b>9.1</b> If Buyer fails or is likely to fail obligations, Seller may suspend agreement.</p> <p><b>9.2</b> Seller may dissolve agreement if Buyer is bankrupt, insolvent...</p> <p><b>9.3</b> Buyer grants Seller irrevocable access to retrieve goods.</p> <p><b>10. Delivery and Complaints</b></p> <p><b>10.1</b> Claims for incomplete or incorrect delivery must be made within 7 days.</p> <p><b>10.2</b> Claims for visible defects must be recorded at delivery.</p> <p><b>10.3</b> Seller is obliged to repair defects after written request.</p> <p><b>11. Liability</b></p> <p><b>11.1</b> Seller's liability is limited as set out in this article.</p> <p><b>11.2</b> Seller is not liable for damage from incorrect Buyer information.</p> <p><b>11.3</b> Seller is liable only for direct damage.</p> <p><b>11.4</b> Direct damage includes reasonable costs for determining and repairing...</p> | <p><b>6. Eigendomsvoorbehoud</b></p> <p><b>6.1</b> Het eigendom blijft bij Verkoper totdat de volledige betaling is ontvangen.</p> <p><b>6.2</b> Koper mag geen rechten verpanden of verlenen op goederen die niet volledig zijn betaald.</p> <p><b>6.3</b> Koper dient Verkoper op de hoogte te stellen van vorderingen of inbeslagnames van derden.</p> <p><b>6.4</b> Koper dient goederen afzonderlijk op te slaan als eigendom van Verkoper.</p> <p><b>6.5</b> Koper dient de goederen te verzekeren tegen schade en diefstal.</p> <p><b>6.6</b> Verkoper kan goederen terugvorderen als Koper niet aan zijn verplichtingen voldoet.</p> <p><b>6.7</b> De retourkosten zijn voor rekening van de Afnemer.</p> <p><b>7. Risico</b></p> <p><b>7.1</b> Bij aankomst dient Koper de goederen te inspecteren en schadevergoeding te vorderen van aansprakelijke partijen.</p> <p><b>7.2</b> Het risico gaat over op de Koper zodra de goederen voor transport worden aangeboden...</p> <p><b>8. Betaling</b></p> <p><b>8.1</b> Betalingen zijn verschuldigd binnen 14 dagen zonder schadevergoeding.</p> <p><b>8.2</b> Reclames geven Koper niet het recht om betalingen op te schorten of te verrekenen.</p> <p><b>8.3</b> Verkoper kan een bankgarantie of andere zekerheid vragen.</p> <p><b>8.4</b> Bij niet tijdige betaling is Koper 1,5% rente per maand verschuldigd...</p> <p><b>8.5</b> Verkoper kan andere leveringen opschorten indien Koper in gebreke is.</p> <p><b>8.6</b> Alle buitengerechtelijke incassokosten komen voor rekening van koper...</p> <p><b>8.7</b> In geval van betwisting van de factuur dient de Koper het bedrag in bewaring te geven...</p> <p><b>9. Opschorting/ontbinding</b></p> <p><b>9.1</b> Indien Koper zijn verplichtingen niet nakomt of dreigt na te komen, kan Verkoper de overeenkomst opschorten.</p> <p><b>9.2</b> Verkoper kan de overeenkomst ontbinden als Koper failliet is, insolvent is...</p> |
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| <p><b>11.5</b> Seller is not liable for indirect damages (e.g., profit loss).</p> <p><b>11.6</b> Liability is limited to the invoice value or relevant part.</p> <p><b>11.7</b> Liability is limited to insurer's payment, if any.</p> <p><b>11.8</b> Limitations do not apply to intent or gross negligence.</p> <p><b>11.9</b> No liability if Buyer alters the product.</p> <p><b>12. Force Majeure and Dissolution</b></p> <p><b>12.1</b> Seller may suspend or dissolve agreement in case of force majeure...</p> <p><b>12.2</b> Force majeure includes war, fire, strikes, regulation changes, etc.</p> <p><b>12.3</b> Dissolution occurs via written notice after formal default.</p> <p><b>13. Transfer of Risk</b></p> <p><b>13.1</b> Risk passes to Buyer when goods come under Buyer's control.</p> <p><b>14. Indemnification</b></p> <p><b>14.1</b> Buyer indemnifies Seller from third-party claims due to agreement execution.</p> <p><b>14.2</b> Buyer must assist Seller in case of such claims...</p> <p><b>15. Applicable Law and Disputes</b></p> <p><b>15.1</b> Dutch law applies.</p> <p><b>15.2</b> If any provision is void, others remain valid.</p> <p><b>15.3</b> Disputes shall be settled by the Court of Rotterdam...</p> | <p><b>9.3</b> Koper verleent Verkoper onherroepelijke toegang tot het ophalen van goederen.</p> <p><b>10. Levering en klachten</b></p> <p><b>10.1</b> Reclames wegens onvolledige of onjuiste levering dienen binnen 7 dagen te worden ingediend.</p> <p><b>10.2</b> Reclames voor zichtbare gebreken dienen bij levering te worden geregistreerd.</p> <p><b>10.3</b> Verkoper is verplicht gebreken na schriftelijk verzoek te herstellen.</p> <p><b>11. Aansprakelijkheid</b></p> <p><b>11.1</b> De aansprakelijkheid van Verkoper is beperkt zoals uiteengezet in dit artikel.</p> <p><b>11.2</b> Verkoper is niet aansprakelijk voor schade als gevolg van onjuiste informatie Koper.</p> <p><b>11.3</b> Verkoper is uitsluitend aansprakelijk voor directe schade.</p> <p><b>11.4</b> Onder directe schade wordt verstaan redelijke kosten voor het vaststellen en repareren van...</p> <p><b>11.5</b> Verkoper is niet aansprakelijk voor indirecte schade (bijv. gederfde winst).</p> <p><b>11.6</b> De aansprakelijkheid is beperkt tot de factuurwaarde of het betreffende gedeelte.</p> <p><b>11.7</b> De aansprakelijkheid is beperkt tot de eventuele uitkering door de verzekeraar.</p> <p><b>11.8</b> Beperkingen gelden niet voor opzet of grove schuld.</p> <p><b>11.9</b> Geen aansprakelijkheid indien Koper het product wijzigt.</p> <p><b>12. Overmacht en ontbinding</b></p> <p><b>12.1</b> Verkoper kan de overeenkomst opschorten of ontbinden in geval van overmacht...</p> <p><b>12.2</b> Onder overmacht wordt mede verstaan oorlog, brand, stakingen, wijzigingen in reglementen, etc.</p> <p><b>12.3</b> Ontbinding geschiedt door middel van schriftelijke ingebrekestelling na ingebrekestelling.</p> <p><b>13. Overdracht van risico</b></p> <p><b>13.1</b> Het risico gaat over op Koper wanneer goederen onder de controle van Koper komen.</p> <p><b>14. Schadeloosstelling</b></p> |
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|  | <p><b>14.1</b> Koper vrijwaart Verkoper van aanspraken van derden als gevolg van de uitvoering van de overeenkomst.</p> <p><b>14.2</b> Koper moet Verkoper bijstaan in geval van dergelijke claims...</p> <p><b>15. Toepasselijk recht en geschillen</b></p> <p><b>15.1</b> Het Nederlands recht is van toepassing.</p> <p><b>15.2</b> Indien enige bepaling nietig is, blijven andere geldig.</p> <p><b>15.3</b> Geschillen zullen worden beslecht door de Rechtbank Rotterdam...</p> |
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