

General Terms of Sale and Delivery. Fito Products b.v.
De Langkamp 12a, 3961 MS Wijk bij Duurstede,
The Netherlands.

1. Offers

Our offers are free of obligation. They are not legally binding until we have definitely confirmed an order and/or a sale in writing.

2. Price

The sales price is calculated based on free domicile delivery if the buyer is domiciled in the Netherlands and Belgium. It is based on the prices, exchange rates, taxes, duties, charges, freights, etc. which are applicable at the time of the confirmation. If there is an increase in one or more of the cost-price factors, we are authorised to increase the agreed prices accordingly, even if this takes place because of circumstances which could have already been foreseen at the time of the offer or acceptance, such subject to the statutory regulations applicable in this regard. For deliveries below € 750 exc. VAT per order, any possible extra costs such as handling will be charged to the buyer (in addition to the shipping costs), unless it is explicitly agreed otherwise in writing.

3. Delivery

All delivery periods stated in the offers, confirmations and/or contracts are made to the best of our knowledge. Such periods will be observed as much as possible, but will never be binding. Exceeding this term, for any reason, will never entitle the buyer to any damages or to the dissolution of the agreement. If the term of delivery is exceeded excessively – such at our discretion – we will consult with the buyer. Deliveries may also take place in consignments and/or by third parties.

4. Complaints

Without prejudice to the provisions set out in Art. 7, the buyer must file any complaints about directly observable defects with us within 10 days of the delivery date. This is also applicable with regard to the provision of any services. In default thereof, the right to submit a complaint will lapse for that reason.

5. Payment

A. All payments must take place – without deduction or setoff – within fourteen days after the invoice date, unless explicitly agreed otherwise in writing. Payments must be made into a (post) bank account to be indicated by Fito Products b.v..

B. If the buyer fails to pay within the agreed periods, he will be considered to be in default by operation of law, and we will be entitled – without any notice of default being required to that end – to charge the buyer 1% interest a month over the entire due sum as of the due date, without prejudice to our other rights, including the right to recover all costs incurred for the collection – both judicially and extra-judicially – from the buyer. The extra-judicial costs will amount to at least 10% of the sum to be collected, with a minimum of € 50.

C. No payment can be suspended, even if the buyer believes that he is entitled to the right to submit a complaint.

6. Proprietary Rights

Up to the time of the buyer's full settlement of all payments due to us, we will retain the title to all goods delivered by us as security for the payment of all that which is due to us, without exception. As long as no full payment of that which is due to us has taken place, the buyer will consequently not be allowed to alienate, borrow money on, pledge or mortgage, rent out or lend out the delivered goods, or withdraw them from his business in any way or under any title, unless the buyer operates a retail business with the objective of selling the delivered goods. In the latter event, the buyer will be authorised to make such sales. In the event of a violation of the above stipulations, Article 9 applies.

7. Risk

Regardless of what we and the buyer have agreed upon about the costs of transport and insurance, the goods will remain at our risk right up to the time that they are placed at the actual disposal of the buyer or third-parties employed by the buyer.

8. Liability

We have no liability for damage which arises for any reason on the part of the buyer or third parties in connection with the goods delivered by us, unless the damage is caused by our own intentional acts or omissions, or gross negligence. Intentional acts and omissions, or gross negligence, by personnel and third parties of whom we avail ourselves, will therefore result in liability. The buyer indemnifies us against third-party claims that result from damage which has occurred in connection with goods and/or services that we have provided to the buyer.

9. Dissolution

If the buyer fails to fulfil any obligation arising from the agreement, or fails to do so in good time, or in the event of bankruptcy, a moratorium on payments, a close-down or the winding-up of the buyer's company, then the buyer will be considered to be in default by operation of law. We will, in that event, be authorised to either suspend the fulfilment of the agreement – without any notice of default or judicial intervention being required – or to dissolve the agreement partially or entirely – such at our discretion – without any liability for us to pay damages. Without prejudice to the rights that further belong to us in these events, every claim that we have, or will have, on the buyer will become due and payable forthwith.

10. Disputes

All disputes, which arise from an agreement concluded by us with a buyer, including disputes that are perceived as such by only one of the parties, will be submitted – such at our discretion – to the competent Court in our court district.

If the buyer feels that a dispute exists and wishes to bring the matter before the Court, the buyer must notify us thereof in writing and include a description of the dispute. In that event, we will notify the buyer in writing of our above-mentioned discretionary choice within fourteen days. In the absence thereof, the buyer is authorised to make this choice.

11. Applicable Law

The agreements to be concluded by us, which are subject to these terms, will be governed by the law of the Netherlands at all times. Filed with the Chamber of Commerce and Industry in Utrecht No.: 30222114