

General Conditions

General

1. These general terms of sale are applicable to all offers and to all agreements for execution, purchase or sale done by us or effected with a third party. Contrary conditions can only be part of the agreement if and as far as both parties will explicitly agree upon.
2. All our offers, bids, pricelists etc. are subject to alteration without notice, unless explicitly expressed differently.
3. Orders will only have binding force to us, after we have explicitly and in writing confirmed these. If after the date of confirmation of order and before the date of delivery the cost price of the goods to be delivered and/or the freight rates are raised, we will be entitled to avoid the obligation to deliver, unless the client wishes to agree on a new price.
4. An order that has been confirmed by us cannot be cancelled after a period of five days, unless the client will pay for the costs made by us, and the goods that have already been produced by us. The client can - after payment - have the disposal of the goods that have already been produced, if he will himself look after the transport, the cost of which can be deducted from the amount due for the goods and additional costs.
5. Forwarding of goods that have been paid for will take place in a way laid down by us. Orders that are not accepted will be stored by us at your expense and at your risk.

Complaints

6. Complaints about the quality of goods delivered and all other complaints referring to the goods delivered must be announced to us within 24 hours. Moreover, this shall be acknowledged in writing to us within 5 days after the date of delivery. The right to send in a claim will be extinguished in case of non-compliance of the above-mentioned.
7. If, after delivery, the goods have been changed of character and/or of composition or have been wholly or partially processed or manufactured, or damaged or repacked, any right to claim will be extinguished.
8. If you have sent in a claim, observing the beforesaid and the complaint is found to be well-founded, we will only have to replace at your expense those goods to which the complaint refers.
9. Complaints will only suspend your obligation to pay, if the complaint is found to be well-founded by us, provided that this suspension will only be applicable:
 - a. Up to the amount that has been charged you for those goods to which the complaint refers
...and
 - b. During the period between the date on which the complaint has been handed in to us in writing and stating the grounds, and the date on which the delivery of the replacing goods as meant in section 8 will take place.

Returns

10. Returns are not allowed without our explicit previous written consent.

Payments

11. Payments must take place within 30 days after invoice date, nett cash by a transfer order to a banking account number as mentioned on the invoice.
12. In the case that an order will be carried out by instalments, we will be entitled to charge payment for the instalment deliveries before carrying out the next instalment deliveries.

13. If an invoice has not been entirely paid within 30 days after invoice date, an interest will be chargeable of one per cent a month about the amount due on and from the date on which the period of 30 days has expired. Part of a month will in this matter be counted as full months.
14. If - after having been urged upon this - you would fail to satisfy your obligation to pay during a period of time to be determined by us, we will be entitled to have the collection of accounts undertaken by a third party on your account and risk, or to wholly or partially annul the agreement without any further giving notice of default and/or judicial proceedings and/or to claim damages.
15. If - on whatever ground - you will have a counter claim against us, you will have to renounce the right of compensation of your claims with your obligation(s) against or towards us.
16. If a term of payment has been agreed upon different from section 11, the payment will have to take place within the otherwise arranged period of time and section 15 will be in force comfortably to this term.
17. If fulfillment of our obligation of delivery cannot - in reason - be demanded by us, caused by strikes, measures taken by the Government, or if ancillary industries cannot carry out orders in time or in a proper way, and/or caused by circumstances beyond our control or that have not been able to foresee, we will be entitled to suspend the delivery during a reasonable period of time, to be determined by us, without being liable for any damages if - caused by beforesaid circumstances - the fulfillment of our obligation of delivery should be delayed for more than 18 months, both parties will - without judicial interference - be entitled to annul the agreement by written notice to the other party, as far as it has not yet been carried out by us at that moment.

Reservation of property

18. All goods delivered to customers by foresaid Blue Harvest BV will remain property - as far as they keep quality - until being paid for. Until complete payment has been received by beforesaid - Blue Harvest BV, the customer will only be holder of the goods delivered by Blue Harvest BV. In that case, the customer will only act as holder under onerous title with all amenities and burdens attached to this by the Law.

Liability

19. You will be liable for all damages and will indemnify us against any liability of third parties with reference to compensation for damages in and far as:
 - a. This damage has been caused by your inexpert use and/or your inexpert storage of the goods delivered.
 - b. You have not stored and/or re-delivered the delivered goods in our original, unchanged package as sent by us.

Time of delivery

20. If before-mentioned Blue Harvest BV should exceed a time of delivery and promised by her or accepted by her, this can never lead into an obligation for Blue Harvest BV to pay damages, nor can this be a ground for a client to dissolve the contract, or to consider a contract to be dissolved and/or to ensure by law the annulment c.q. the dissolution of the agreement.

Applicable Law

21. Exclusively the Dutch law is applicable to all agreements. Disagreements possibly originating from this will in the first instance be decided by a qualified Dutch judge.