



## General sales conditions IFRY

### 1. Agreements

- 1.1 Unless stipulated in writing to the contrary all offers and all agreements are subject to these conditions, which constitute an integral part thereof and which, by law, take precedence over the purchase conditions of the buyer.  
Any deviation from or change to these conditions may only be invoked against Bart's Potato Company, if Bart's Potato Company has stated its agreement to this in writing.
- 1.2. An offer is valid for 7 days. The total price stated in the offer is exclusive of VAT and other taxes and fees of whatever government. An agreement only comes into effect after the order has been confirmed by Bart's Potato Company with regard to the availability of the goods.
- 1.3 Brochures, catalogues or proposals are non-binding and without commitment on the part of Bart's Potato Company.
- 1.4 An agreement only comes into effect after the sales contract has been signed and irrevocably binds the parties. If the buyer cancels the agreement, Bart's Potato Company is entitled to dissolve the agreement without notification of being in default and without a court order, at the buyer's expense, by means of a registered letter to this effect. In that case the buyer will be required, by law, to pay compensation for which the statutory minimum is set at 25% of the price, excl. VAT, without prejudice to the right of Bart's Potato Company to prove greater damages. If Bart's Potato Company cancels the agreement, the buyer will enjoy the same rights. In the case of extraneous cause/force majeure (art. 1147 of the Belgian Civil Code) the defaulting party is entitled, by law, to dissolve the agreement by means of a registered letter to this effect and without any obligation to pay compensation. Stoppage of production of the goods ordered constitutes in any case a situation of extraneous cause.
- 1.5 Agents or representatives are not authorized to bind Bart's Potato Company unconditionally. They may only sell subject to written approval and acceptance by Bart's Potato Company.
- 1.6 All sales are deemed only to have come into effect at the registered office of Bart's Potato Company.
- 1.7 All tenders, quotes and/or contracts with Bart's Potato company bvba in respect of the supply of goods and/or services, shall be governed exclusively by these general conditions of sale and supply of Bart's Potato company bvba.

### 2. Price

- 2.1 The price is that stated in the sales contract, unless when Bart's Potato Company is obliged to change this price as a result of a price change made by a supplier and/or as a result of an increase in the costs of transport, inspection, customs or wages. The price adjustment will be carried out in accordance with said changes after written notification has been sent to the buyer. In that case the new price applies as stated on the front of the invoice. If this price adjustment is greater than 10%, the buyer is entitled to cancel the agreement by means of a notification to this effect by registered mail within 10 days after being informed of the price adjustment. In this case neither Bart's Potato Company nor the buyer can be required to provide any compensation.
- 2.2 The total price stated in the sales contract is exclusive of VAT and other taxes and fees of whatever government. All taxes and fees that apply on the day of delivery will be added to the price stated on the invoice.
- 2.3 Payment of the agreed sale will take place in Belgium at Bart's Potato Company's registered office in Vleteren or in the bank account of Bart's Potato Company in Belgium in the agreed currency.
- 2.4 The exchange rate risk is at the buyer's expense.

### 3. Delivery

- 3.1 Unless agreed in writing to the contrary, delivery will take place ex works (EXW incoterms 2010) at the registered office of Bart's Potato Company after full payment of the price. Bart's Potato Company has fulfilled its obligations with respect to delivery when the goods sold are physically loaded onto the transport vehicle.
- 3.2 All products sold are at the buyer's expense and risk from the moment of delivery.
- 3.3 The sales contract states the intended delivery period. The delivery periods given may not be considered as binding. Delay in delivery, if not actually unreasonable and which can be exclusively attributed to Bart's Potato Company, may not, under any circumstances result in the cancellation of the order, dissolution of the sale agreement, and/or any compensation the being owed to the buyer. This also applies even if a timetable has been drawn up for the delivery of the products sold.
- 3.4. A change made to the order at the request of the buyer extends the delivery period, by law, by a period of time that Bart's Potato Company requires to comply with said change. The exceeding of the payment period of the deposit will be added to the delivery period, by law.
- 3.5 If the buyer refuses to accept the goods by no later than on the delivery date or the buyer makes delivery by Bart's Potato Company impossible, Bart's Potato Company is entitled to suspend or dissolve the agreement without a court order after a notification of being in default has been sent by registered mail. If partial delivery has already been made when the buyer refuses to accept further delivery or makes further delivery impossible, Bart's Potato Company may opt, subject to notification sent to the buyer by registered mail, to invoice the part of the delivery that has been fulfilled, and, by law, to dissolve the agreement at the buyer's expense with respect to the part of the delivery that has not yet been fulfilled. In the event of dissolution of the agreement the buyer will, in any case, owe compensation to Bart's Potato Company.



#### **4. Transfer of risk and reservation of ownership**

- 4.1 Unless agreed in writing to the contrary, goods are always delivered ex works (EXW incoterms 2010) and are accepted at the place of delivery.
- 4.2 Goods travel at the buyer's hazard and risk, even if it has been agreed that Bart's Potato Company will provide transport. Transport costs are paid by the buyer, unless agreed to the contrary. Any deterioration in quality or defects that may arise after the actual loading ex works onto the transport vehicle are at the expense of the buyer.
- 4.3 Neither Bart's Potato Company nor the buyer may be held liable for damage if the haulier is in default.
- 4.4 Goods remain the property of Bart's Potato Company until the moment of the full payment of the price and any other amounts due. The responsibility and risk with respect to the goods is transferred to the buyer when the agreement comes into effect.
- 4.5 Deposits paid remain in the possession of Bart's Potato Company as compensation for possible losses in the event of resale.
- 4.6 In the event that the buyer himself processes and/or resells goods belonging to Bart's Potato Company itself, he will, from that moment, transfer all claims with respect to debts resulting from said resale to Bart's Potato Company.

#### **5. Invoicing and payment**

- 5.1 Unless agreed in writing to the contrary, invoices are payable at the registered office of Bart's Potato Company, in cash and without discount. All payments must be made without any deduction or setting off of debts.
- 5.2 The payment, without reservation, of part of an invoiced amount constitutes acceptance of the invoice.
- 5.3 All complaints concerning an invoice must be made, on penalty of inadmissibility, within eight working days after the invoice date by means of a registered letter containing a reasoned exposition of the grounds for complaint.
- 5.4 Unless agreed in writing to the contrary, the agents or representatives of Bart's Potato Company may not collect the amount of the invoice.
- 5.5 In the event of late payment or payment in arrears on the payment due date, a late payment penalty interest rate will be owed, by law, and without notification of being in default, from the payment due date of the invoice, calculated at a rate of 1% per month, whereby every partial month is counted as a complete month. In the event of a complete or partial non-payment on the payment due date and after notification of being in default has been sent by registered mail, any amount owed on top of this will, by law, be increased by 10%, with a minimum of €125, as standard compensation for extra-legal costs.
- 5.6 Non-payment on the payment due date of a single invoice renders the owed balance of all other invoices, even those that are not yet due, immediately due and payable, by law.
- 5.7 Instalment payments will always be accepted with reservation of all rights and without prejudicial recognition, and will be allocated, in order of precedence, to any legal costs incurred, then to any interest owed, subsequently to any compensation and, finally, to the principal amount.
- 5.8 In the event of non-payment on the payment due date Bart's Potato Company is also entitled, after notification of being in default sent by registered mail and without a court order, to dissolve the agreement at the buyer's expense by means of a notification to this effect sent by registered mail. In that case the buyer will be required to pay compensation to Bart's Potato Company, by law. The buyer may not use the termination of the purchase agreement as grounds on which to claim any right to compensation.
- 5.9 As in the case of non-payment on the payment due date, Bart's Potato Company reserves the right to cancel orders that have not yet been delivered or to suspend their fulfilment by means of a notification to the buyer to this effect sent by registered mail until such time as, at his discretion, the outstanding invoices have been paid or a bank guarantee or some other form of surety is provided as security of payment for what has been delivered and what still has to be delivered. Bart's Potato Company has the right to request said bank guarantee or any other form of surety, if, prior to delivery, Bart's Potato Company has well-founded reasons to doubt the solvency of the buyer.
- 5.10 In the case of extraneous cause (article 1147 of the Belgian Civil Code), even when this does not result in the permanent and/or complete impossibility of execution, Bart's Potato Company is permitted, by law, to suspend or unilaterally cancel its undertakings, after having notified the buyer to that effect. In that case Bart's Potato Company may not be required to compensate the buyer. Conventional extraneous causes include: war, strikes or lock-outs, exceptional scarcity of raw materials or goods, weather conditions, fire, natural and/or other disasters, governmental decisions having an influence on the performance of the undertakings, as well as any extraneous cause which may occur with respect to both Bart's Potato Company and its suppliers.

#### **6. Suspension of the agreement:**

If the confidence of Bart's Potato Company in the buyer's credit-worthiness is shaken by legal actions taken against the buyer and/or demonstrable events that might call into question confidence in the due performance by the buyer of the undertakings entered into and/or render these impossible, Bart's Potato Company reserves the right, even if the goods have already been completely or partially dispatched, to suspend the complete order or a part thereof and demand appropriate guarantees from the buyer. If the buyer refuses to do so, Bart's Potato Company reserves the right to cancel the complete order or a part thereof, without prejudice to Bart's Potato Company's right to demand compensation and interest from the buyer.



## 7. Claims

- 7.1 Insofar that there has been no express acceptance of delivery, complaints concerning the conformity of the goods must be submitted, on penalty of inadmissibility, by registered letter within five working days after receipt of the goods and before their use, handling, processing, modification, or resale by the buyer himself or by third parties.
- 7.2 The buyer must store any products with respect to which he has submitted claims in the correct manner, as stipulated on the packaging, as well as the packaging.
- 7.3 The responsibility of Bart's Potato Company for any lack of conformity of the delivery lapses in the event of damage during the use, handling, processing, modification or resale of the goods by the buyer himself or by third parties, and is, in any case, limited to the direct and foreseeable damage to the goods themselves, with the exception of any damage relating to use or exploitation, and may be no more than the amounts invoiced by Bart's Potato Company for the delivery or the part of the delivery to which the complaint refers, with the exception of, *inter alia*, the costs of removal or replacement.

## 8. Packaging

- 8.1 If Bart's Potato Company has had to purchase ingredients, packaging material or other materials for the fulfilment of its agreement with the buyer, for example – but not exclusively- when the buyer receives the products to be delivered under his own trademark or if a product is manufactured according to product specifications provided by the buyer, the buyer is required to pay the entire costs thereof, including any surplus material, and to reimburse Bart's Potato Company.
- 8.2 If the products are delivered on pallets, Bart's Potato Company has the right to charge the buyer for these pallets at cost price. The pallets charged are part of the sale agreement and are regarded as sold. The buyer is entitled to return pallets of the same type, size and quality, to be determined by Bart's Potato Company, after which Bart's Potato Company will credit him for the amount taken into account for said pallets.

## 9. Applicable law and competent law courts

- 9.1 In the event of a dispute, the law courts of the Ypres department of the judicial district of West Flanders hold exclusive competency. This provision also applies in the event of urgency (e.g. summary proceedings). The buyer may only summons Bart's Potato Company before the law courts of its registered office.
- 9.2 The use of bills of exchange and/or other negotiable documents does not constitute the substitution of one debt for another and therefore does not result in any change of competency or any other contract conditions.
- 9.3 The agreements are subject to Belgian law. In the event of a dispute concerning the interpretation of these conditions, the Dutch text always has precedence. The application of the Vienna Convention on the International Sale of Goods, the New York Convention on the Limitation Period in the International Sale of Goods, and the application of articles 1641 up to and including 1649 of the Belgian Civil Code are expressly ruled out.