

General Terms and Conditions

INTRODUCTION

Our General Terms and Conditions are set out below. These are always applicable when you make use of a quotation or an offer or place an order, and contain important information for you as a purchaser. Therefore, please read the General Terms and Conditions carefully. We also advise you to save or print these Terms and Conditions, so that you can read them again at a later time.

DEFINITIONS

1. Neuhof Bakery Parts B.V., having its registered office in Maastricht and registered with the Chamber of Commerce under registration number KvK 14631696, trading under the name Neuhof Bakery Parts B.V.
2. Website: NBP's website, which can be consulted via <https://www.neuhofbakeryparts.com> and any related sub-domains.
3. Customer: the natural person or legal entity acting in the course of a profession or business who enters into an Agreement with NBP and/or the natural or legal person acting in the course of a profession or business who is registered on the Website and/or the natural or legal person acting in the course of a profession or business to whom NBP makes an offer and/or a natural person or legal entity acting in the course of a profession or business to whom NBP provides a quotation.
4. Agreement: every arrangement or agreement between NBP and the Customer, of which the General Terms and Conditions form an integral part.
5. General Terms and Conditions: these General Terms and Conditions.

APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

1. All offers, quotations, agreements and deliveries of NBP are subject to the General Terms and Conditions, unless expressly agreed otherwise in writing.
2. The applicability of the Customer's or third party's general terms and conditions is expressly rejected.
3. If the Customer includes provisions or conditions in its quotation request, order, confirmation or communication containing acceptance that deviate from or do not appear in the General Terms and Conditions, these will only be binding on NBP if and insofar as these have been expressly accepted by NBP in writing.
4. If one or more provisions of these General Terms and Conditions are null and void or are voided, the remaining provisions continue to apply in full.

PRICES AND INFORMATION

1. All offers and quotations, information and advice provided by NBP will be free of obligation, unless NBP has expressly provided otherwise in writing.

2. The prices in the said offers and quotations will be exclusive of VAT and other government levies, as well as any dispatch and administration costs to be incurred within the context of the Agreement, unless stated otherwise.
3. A composite offer or quotation will not oblige NBP to perform part of the Agreement for a corresponding part of the stated price.
4. Offers or quotations do not automatically apply to follow-up orders.
5. All offers are based on the data provided by or on behalf of the Customer. NBP shall never be liable for inaccuracies in the data supplied by or on behalf of the Customer or the consequences thereof.
6. NBP reserves the right to change its prices and product information.
7. All prices stated on the Website and in other materials originating from NBP are exclusive of VAT and other government levies, unless stated otherwise on the Website.
8. The dispatch costs will be charged to the Customer, unless expressly agreed otherwise in writing with the Customer.
9. The contents of the Website have been compiled with the utmost care. However, NBP cannot guarantee that all information on the Website is accurate and complete at all times. All prices, information about products or other information on the Website and in other materials originating from NBP are therefore subject to manifest programming and typographical errors.
10. NBP cannot be held responsible for colour deviations or other deviations as a result of display quality. NBP cannot guarantee that the colour of the delivered product corresponds exactly to the RAL, RGB or colour designation used otherwise. Minor colour deviations do not constitute a defect. The product photographs approximate the actual colours of the products as closely as possible. NBP cannot be held responsible for colour deviations or other deviations as a result of display quality. NBP does not accept specific colour requests from Customers.

FORMATION OF THE AGREEMENT

1. An offer made by NBP is valid for 30 days after its date of dispatch, unless the offer states a different term of validity or NBP has extended the term of validity in writing before its expiry.
2. The Agreement is formed at the time of the Customer's notification that it wishes to enter into an agreement on the basis of the offer or in accordance with the rates and conditions applicable to NBP at that time and NBP has accepted the order in writing, or NBP has not informed the Customer within five working days of receipt of this notification that no agreement will be concluded, and otherwise if and as soon as NBP commences the performance of the Agreement.
3. If the Customer has accepted the offer by electronic means, NBP will immediately confirm receipt of the acceptance of the offer by electronic means. As long as the receipt of this acceptance has not been confirmed by NBP or commencement of the performance has not taken place yet, the Customer has the option of terminating the Agreement.
4. If it appears that upon acceptance or otherwise entering into the Agreement the Customer has provided incorrect data, NBP is entitled to comply with its obligation only after the correct data have been received.

5. Arrangements with NBP's subordinates will not be binding until and insofar as they have been confirmed by NBP in writing.
6. The Customer is only authorised to cancel the Agreement if this has been expressly agreed upon in writing in that Agreement. If the Customer cancels the Agreement in a legally valid manner, the Customer is obliged to compensate NBP for the costs incurred by NBP in connection with the making of the offer and the formation and performance of the Agreement and the damage ensuing from the cancellation.

PERFORMANCE OF THE AGREEMENT

1. As soon as the order has been received by NBP and NBP is in possession of all necessary data, NBP will send the products as soon as possible, with due observance of the provisions of paragraph 3 of this Article.
2. NBP is entitled to engage third parties in the performance of the obligations ensuing from the Agreement.
3. The Website and/or the offers and/or the quotation clearly describe, in good time prior to the conclusion of the Agreement, the manner in which delivery will take place and the period within which the products will be delivered. The delivery period commences after NBP is in possession of all the necessary data.
4. A delivery period set by NBP can never be considered as a strict deadline. The mere exceeding of a delivery period will not cause NBP to be in default by operation of law.
5. If the delivery period is exceeded by more than thirty days, the Customer will be entitled to terminate the Agreement only if NBP, after proper written notice of default providing as much details as possible and setting a reasonable period for remedying the failure, fails imputably in the fulfilment of the essential obligations under the Agreement.
6. In the event of customisation, meaning products that are manufactured according to the Customer's specifications and/or that are manufactured on the basis of an individual choice or decision of the Customer, or which clearly pertain to a specific order, the Customer may never cancel the Agreement once NBP or a third party engaged by it has already started production.
7. The Customer must inspect the delivered products upon delivery - or as soon as possible thereafter. In doing so, the Customer must ascertain whether the delivered goods are in conformity with the Agreement and must report any defects discovered within a reasonable time, in writing or preferably by e-mail. See also the Article on Complaints.
8. Proper performance of the Agreement by NBP is understood to mean the delivery of the agreed products, as well as a delivery with a slight deviation in size, packaging, colour, number or weight.
9. NBP delivers the products "Ex Works". As soon as the products to be delivered leave the premises of NBP, the risk of these products will pass to the Customer. If it has been agreed that NBP arranges for the transport of the products, the transport of the products will be at the Customer's expense and risk.
10. If the ordered product is no longer available, NBP is entitled to deliver a similar product of which the quality is similar to that of ordered product. If the Customer does not agree to this, the Customer is entitled to terminate the Agreement free of charge and to return the product free of charge.

RETURNING PRODUCTS

1. Without prejudice to the provisions regarding cancellation, NBP - at its discretion - has the right to accept returns of standard products, provided that they are clean, unused and in the original packaging.
2. Products may only be returned after written request to NBP. After NBP has accepted the return request in writing, the Customer sends the products back to NBP in proper packaging. Return of the products is at the Customer's own expense and risk. The Customer is responsible for the shipment until it has been received by NBP.
3. NBP has 10 working days to inspect the returned products. After inspection, NBP shall inform the Customer in writing whether the products are in the condition as specified under 1 and whether or not the returned products will be accepted.
4. If returned products - at NBP's sole discretion - are not in the condition as described under 1, NBP reserves the right to exclude all or part of the products from the return procedure. In that case, the Customer is not entitled to full or partial financial refund or replacement products.
5. If, after inspection, the products returned have been accepted by NBP for the return procedure, it will be agreed with the Customer whether the Customer (for the same number of products or the number of products accepted for return) receives replacement products or receives a financial refund (for the purchase price of the products in question, from which any products rejected for return will be deducted). If sending replacement products has been agreed with the Customer, their shipment will be at the Customer's expense and risk. If a refund has been agreed with the Customer, NBP will transfer the amount concerned to the Customer within 10 working days after NBP has notified the Customer that the returned products (or a part thereof) have been accepted as return.
6. The costs of shipping (including any insurance costs, customs fees or other surcharges) of products excluded from return after inspection by NBP, but which the Customer wishes to receive back, will be borne by the Customer.

PAYMENT

1. All prices stated by NBP are exclusive of VAT and other levies imposed by the government. Prices are not binding on NBP, unless they are stated in an offer addressed exclusively to the Customer. No rights may be derived by others from prices stated in an offer addressed to one Customer.
2. NBP is authorised to adjust agreed prices and rates - with immediate effect - on the basis of the average change in the cost price and/or purchase price of goods to be delivered and/or work to be carried out by NBP. An adjustment of agreed prices and rates does not affect the Agreement otherwise.
3. The costs of implementation of amendments to the Agreement requested by the Customer after NBP's offer and accepted by NBP are for the account of the Customer. If unforeseeable difficulties arise in the performance of the Agreement at the time of the formation of the Agreement, the resulting additional costs are for the account of the Customer.
4. NBP's invoices - including pro forma invoices - must be paid in accordance with the payment conditions stated on the offer, the acceptance or the invoice from NBP. If

no payment term is specified, the invoice must be paid within 14 days of the invoice date (due date).

5. If the Customer has not paid amounts due within the applicable period, the Customer shall be in default, without any reminder or notice of default being required, with effect from the due date, and shall owe default interest of 12% per annum on the outstanding amount with effect from the due date. If the Customer fails to pay amounts due after the first reminder, the Customer shall owe NBP the amount of the reasonable costs incurred by NBP for legal assistance in and out of court - including the non-assessed legal costs.
6. NBP is entitled - despite the Customer's statements to the contrary - to first have payments from the Customer serve to settle claims that do not ensue from the Agreement and any claims arising from the Customer's failures in the performance of obligations ensuing from the Agreement.
7. The Customer is not entitled to suspend and/or set off its payment obligations to NBP against payment obligations or other obligations of NBP towards the Customer. The Customer is not authorised to terminate the Agreement with NBP if the Customer is in default.
8. If the Customer fails to fulfil its payment obligations to NBP in full or within the applicable payment term, NBP is entitled to fully suspend and/or refrain from fulfilling its obligations towards the Client.
9. The Customer is obliged, at NBP's first request, to insure and keep insured the fulfilment of NBP's claims ensuing from the Agreement. If the Customer nevertheless fails to insure and/or keep insured the fulfilment of NBP's claims, NBP is entitled to fully suspend and/or refrain from fulfilling its obligations towards the Customer.

INTELLECTUAL PROPERTY

1. All intellectual property rights to all products created and/or provided by NBP pursuant to and/or in the context of the Agreement (namely: works, including instructions, documentation, inventions, drawings, models and other materials) are exclusively vested in NBP or its suppliers. The Customer is not permitted to disclose and/or reproduce in whole or in part products created by NBP and/or provided by NBP and/or - in any other way - to act as the creator and/or owner thereof. NBP's rights in respect of products granted to the Customer include only non-exclusive rights expressly granted to the Customer in the Agreement, which lapse with immediate effect through the use of products contrary to the rights of NBP and/or its supplier(s), the provisions of the Agreement and/or these General Terms and Conditions and/or the applicable statutory provisions. Rights granted to the Customer are not eligible for transfer, without prejudice to any power of the Customer under the Agreement to sell and supply the goods purchased from NBP to users in the context of normal business activities.
2. The Customer is not permitted to remove or change designations regarding intellectual property rights and the confidential nature of information from products and goods created and/or supplied by NBP.
3. The Customer is not permitted to change, or to have others change, products created and/or supplied by NBP without NBP's consent.

4. If and to the extent that NBP supplies or otherwise provides products, production and process equipment and other materials (processed or otherwise) from third parties to the Customer, the conditions of those third parties relating to those materials will apply instead of deviating provisions in these General Terms and Conditions. By entering into an Agreement with NBP, the Customer also accepts the aforementioned conditions of those third parties, of which the Customer may take cognizance if it so desires, by requesting NBP to provide a copy thereof for inspection, whether or not in an anonymized version.
5. The Customer will indemnify NBP against third-party claims on the basis of infringement by NBP of third-party intellectual property rights by using materials provided by the Customer and will comply with all obligations of NBP ensuing from those claims as its own obligations and will compensate NBP for all damage ensuing from those claims.

RETENTION OF TITLE

1. All goods delivered by NBP to the Customer shall remain the property of NBP until all amounts due by the Customer contractually for goods delivered and/or to be delivered and/or work performed and/or to be performed, including amounts due pursuant to these Terms and Conditions, and in connection with amounts due in connection with any incorrect performance of the Agreement, such as interest, costs and damages, have been paid in full to NBP. The Customer has no power of disposition with regard to goods subject to the retention of title referred to in the previous sentence and will notify interested parties - including intended legal successors - of such lack of power of disposition.
2. Rights other than proprietary rights are always granted or transferred by NBP to the Customer on the suspensive condition that all amounts owed to NBP for that purpose as referred to in paragraph 1 have been paid in full to NBP.

GUARANTEES

1. NBP warrants the soundness of the delivered product and for the quality of the material used and delivered for this purpose, with due observance of the rights and obligations set out below in the complaints procedure and the provisions on liability.
2. The warranty period commences when the products leave the premises of NBP and amounts to one year.
3. In any event, the warranty excludes defects that occur and/or are wholly or partly the result of and/or are related to:
 - a) failure to comply with NBP's maintenance instructions or any use other than the intended normal use (such as inexperienced or careless use or use under abnormal circumstances);
 - b) normal wear and tear;
 - c) repairs or processing by third parties, including the Customer, or
 - d) combining goods, whether or not manufactured by NBP, at the Customer's request/instruction;

- e) parts purchased by NBP from third parties, for which the third party has not provided NBP with a warranty;

COMPLAINTS PROCEDURE

1. If the Customer has a complaint about a product (in accordance with paragraph 7 of the article on Performance of the Agreement) and/or about other aspects of NBP's services, the Customer may submit a complaint to NBP by telephone, e-mail or post.
2. If visible defects or shortfalls are discovered during the inspection (as referred to in paragraph 7 of the article on Performance of the Agreement), the Customer must notify NBP hereof in writing within eight days of delivery, stating any delivery receipt and/or invoice details.
3. Non-visible defects must be notified by the Customer to NBP in writing within eight days of discovery, but no later than six months after the products have left NBP's premises, stating the delivery receipt and/or invoice details.
4. The complaint should specify the defect in as much detail as possible, to enable NBP to respond adequately.
5. If the Customer does not make a notification within the aforementioned periods, the complaint will not be dealt with and all rights will lapse.
6. A complaint does not suspend the Customer's payment obligation, unless NBP has notified the Customer in writing that NBP deems the complaint to be well-founded.
7. If NBP deems the complaint to be well-founded, NBP may choose to credit the decreased value up to a maximum of the invoice amount, or to repair or replace that which has been delivered or to deliver an additional quantity.
8. NBP will respond to the Customer's complaint as soon as possible, but in any event within 10 days of receipt of the complaint. If it is not yet possible to give a substantive or final response, NBP will confirm within 10 working days of receipt of the complaint and give an indication of the period within which it expects to give a substantive or final response to the Customer's complaint.

LIABILITY

1. This Article applies only if Customer who is a natural person or legal entity acting in the course of his profession or business.
2. NBP's total liability vis-à-vis the Customer on account of attributable failure in the performance of the Agreement is limited to compensation of no more than the amount paid for the price stipulated for that Agreement (including VAT), or - if this limitation is not upheld at law - to the amount (actually) to be paid out by the insurer under the liability insurance taken out by NBP in the relevant case.
3. NBP's liability vis-à-vis the Customer for indirect damage, including in any event - but expressly not limited to - consequential loss, loss of profit, loss of savings, loss of data, damage to reputation due to business interruption and customers' claims, is excluded.
4. Apart from the cases referred to in the previous two paragraphs of this Article, NBP will not in any way be liable to pay any damages, regardless of the grounds on which an action for damages would be based. However, the limitations specified in this

Article will cease to apply if and insofar as the damage results from an intentional act or gross negligence by NBP.

5. NBP's liability towards the Customer on account of an attributable failure in the performance of an agreement will arise only if the Customer gives NBP immediate and proper notice of default in writing, stating a reasonable period to remedy the failure, and NBP continues to fail to fulfil its obligations even after that period. The notice of default must specify the defect in as much detail as possible, so that NBP is able to respond adequately.
6. Any right to compensation is always subject to the condition that the Customer reports the damage to NBP in writing as soon as possible, but at the latest within 30 days after the damage has arisen.
7. In the event of force majeure, NBP is not obliged to compensate the Customer or third parties for any resulting damage.
8. NBP will never be liable for damage resulting from the Customer's failure to properly inform itself of the requirements of its branch of industry for the products ordered.
9. NBP will never be liable for damage arising as a result of the Customer's failure to properly estimate the risk of the use of the products ordered in its branch of industry.
10. The limitations of liability laid down in this provision are also stipulated for the benefit of third parties engaged by NBP, who therefore have direct reliance on these limitations of liability.

FORCE MAJEURE

1. In the event of force majeure, NBP is not obliged to perform any obligation.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to its meaning according to the law and case law: illness of the persons engaged by NBP for the performance of the agreement, or failure of the third parties engaged by NBP, government restrictions, import or export bans, as well as all external causes, such as a pandemic (due to Covid 19 or otherwise) whether foreseen or not, over which NBP cannot exercise any influence, but as a result of which NBP is unable to perform its obligations.
3. NBP also has the right to invoke force majeure if the circumstance preventing fulfilment, or further fulfilment, occurs after NBP should have fulfilled its obligations.
4. Insofar as NBP, at the time of the occurrence of force majeure, has already partially fulfilled its obligations or will be able to perform them, and the part fulfilled or to be fulfilled has independent value, NBP is entitled to invoice the part already fulfilled or to be fulfilled, respectively, separately. NBP is obliged to pay this invoice as if it were a separate agreement.
5. NBP shall notify the Customer in writing as soon as possible if it is unable to perform, or unable to perform on time, due to force majeure.
6. If the force majeure lasts for more than two months, both parties will be entitled to terminate the agreement in writing (for the part to which the force majeure relates).

FINAL PROVISIONS

1. This Agreement is governed by Dutch law. Application of the Vienna Sales Convention, as well as any other international regulations from which exclusion is permitted, is expressly excluded.
2. In so far as the rules of mandatory law do not prescribe otherwise, all disputes arising from the Agreement will be submitted to the competent Dutch court in the district where NBP has its registered office.
3. If any provision of these General Terms and Conditions is found to be null and void, this does not affect the validity of the entire General Terms and Conditions. In that case, the parties will adopt a new provision as a replacement, which will reflect the intention of the original provision as far as is legally possible.
4. If these Terms and Conditions are provided in another language, the contents of the Dutch text will be decisive in the event of any ambiguities.
5. In these General Terms and Conditions, "written" or "in writing" also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the email are sufficiently established. Should you have any questions, complaints or comments after reading these General Terms and Conditions, please feel free to contact us.