

Article 1. General

- Jegerings.com – Special Food Machinery and Jegerings Machinehandel & Weegtechniek are both trade names of Jegerings Machinehandel & Weegtechniek B.V.
- Applicability of the counterparty used general conditions are explicitly rejected.
- These general conditions apply in all cases in which Jegerings.com – Special Food Machinery c.q. Jegerings Machinehandel & Weegtechniek (hereinafter referred to as: supplier) acts as (potential) seller and / or supplier of goods and / or services. On transactions where the supplier does not act on own name, but as agent of a manufacturer, importer or other subcontractor, these conditions do not apply, but the general conditions of the principal.
- Disputes between the supplier and the other party are treated without exception by the competent court of the place of establishment of the supplier, unless:
 - mandatory provisions stipulate differently; or
 - the supplier as claimant or requesting party chooses the competent judge of the place of residence or place of business of the counterparty.
- On all legal relationships between the supplier and the other party Dutch law applies.

Article 2. Offers and prices

- All offers from the supplier are without obligation.
- All samples and models are only given as an indication.
- Changes in labour costs, cost prices of raw materials or materials and / or currency exchange rates relating to the agreed performance and which is more than three months after entering into an agreement, give the supplier the right to pass it on without any further surcharge.

Article 3. Delivery and costs of delivery

- Ex Works Deurne, The Netherlands. All costs of transport and risks loss or damage on behalf of the buyer.
- The supplier has the right to deduct any benefit from insurers from deduction of a debt of the other party, without this affecting the stipulated payment conditions.
- Packaging is calculated at cost, unless the contrary has been explicitly agreed. Under the cost price of the packaging is understood: in case of delivery in packaged condition, all on the Supplier charged packaging costs, and in case of packaging by the supplier, the costs of used material and labour for packaging.
- Delivery times agreed with the Supplier apply as indication and not as a deadline.
- The supplier is entitled to fulfil the obligations arising from the agreement in parts.
- Parts are delivered according to the description in the order confirmation. When in case of urgency a part is delivered without security if the part is appropriate and / or requires correction, the risk of incorrect or incomplete delivery is for the other party. Delivery of spare parts need only be done as far as this is possible for the Supplier.

Article 4. Assembly and repairs after delivery

- The provision of fitters or other personnel by the supplier will be charged, unless explicitly agreed otherwise in advance in writing, always against calculation of all work and work traveling hours, as well as additional costs according to the supplier's rate.
- The other party is obliged to provide the technician with the necessary assistance (porters, cleaners, accomplices, etc.) and all the necessary lifting, transport and other tools and cleaning material for the benefit of assembly, for free unless otherwise agreed. If the other party does not fulfil this obligation, the supplier is entitled to charge the costs of the assistance of auxiliary personnel to the counterparty.
- All possible structures, such as earthwork and masonry, the making of foundations, as well as laying pipes for gas, electricity, water or compressed air and the laying of gear, must be done and must be paid by the other party. The supplier accepts no liability for the costs of this.
- Extra costs arising from the fact that the mechanic, by not being ready of the preparatory work or due to any other cause whatsoever, for which the supplier cannot be held responsible, cannot start the work immediately after arrival or when the work is interrupted, may be fully at the expense of the other party and will be charged to the counterparty.
- Can the assembly not be done in ordinary day hours then the extra costs caused by this can also be charged to the other party.
- Regarding the electrical equipment and / or installation the supplier accepts no further liability than that which the producer has laid down in its terms of delivery.
- Special security measures and other facilities, whether or not to apply as required by the government, are entirely at the expense of the other party unless otherwise agreed, and are only taken or made by express order.
- No liability is accepted by the supplier for any damage, directly or indirectly arising from the setup or assembly of the delivered on an unsuitable foundation, nor for damage arising directly or indirectly from unprofessional or improper operation or using faulty material. The supplier is never liable for loss of profits, consequential loss and loss of profit caused by the manner in which the assembly work is carried out. The other party is obliged to indemnify the supplier and his personnel against third-party actions in this respect.
- Assignments to the Supplier to carry out repairs, revisions and maintenance of delivered goods, as well as to provide services or provide advice on delivered goods, take place under the condition that that statement of a duration of the work, as well as the price quotation are without obligation.

Article 5. Terms of payment

- Invoices from the Supplier must be paid by the other party within the period indicated on the invoice and in the manner described on the invoices. Payment must be made at the office of the supplier, effective in Euros unless another currency has been agreed without set off, discount or suspension.
- In case of late payment of an invoice all payment obligations of the other party, regardless of whether the supplier has already invoiced in this matter, are immediately due and payable.
- In case of late payment of an invoice, the other party is due the statutory interest on the invoice amount from the invoice date.
- The supplier has the right to charge the extrajudicial collection costs, in accordance with the collection rate of the Dutch Order of lawyers, to the other party.
- Every payment from the other party is primarily due for payment of the extrajudicial collection costs and the court costs and is then deducted on her due interest and then on the oldest outstanding receivables, irrespective of a different indication from the other party.
- The other party can only object to the invoice within the payment term, but not later than 14 days after the invoice date.
- The supplier is entitled to charge all costs to the other party, which apply to the agreement as a result of government measures in the Netherlands or foreign, both present and future, unless the law stipulates otherwise.
- The supplier is entitled to charge import duties, sales tax and in general all taxes and duties to the other party, unless in the agreement with regard to certain already existing taxes and duties explicitly stated otherwise. In the latter case, the supplier is nevertheless entitled to charge later increase of those taxes and duties separately to the other party.

Article 6. Retention of title and other securities

- The Supplier reserves the ownership of the goods delivered by him or goods to be delivered until the obligations are fully paid to him:
 - the services due by the other party for all under agreement delivered or to be delivered goods and performed or to perform work;
 - all claims due to shortcomings of the other party in the fulfilment of the agreement.
- The other party is not permitted to rely on a right of retention with regard to the custody costs and to compensate these costs with the performance due.
- If the other party makes, from or also from the items referred to in paragraph 1, a new good, the supplier also reserves ownership for this new good until all obligations as mentioned in first paragraph of this article are fulfilled.
- As long as any good is owned by the supplier, the other party can only have this good in the context of its normal business.
- If the other party is in default with regard to the obligations referred to in Paragraph 1 of this Article, the supplier is entitled to obtain the goods belonging to him himself from where they are located. The counterparty already authorizes the Supplier now to enter the spaces in use by or for the counterparty. All costs related to the retrieval of the goods are at the expense of the other party.
- To provide security for all that the supplier at any time has to claim from the other party, the other party hereby pledges to the supplier, who accepts this pledge, all goods, of which the other party becomes (co-) owner by specification/making a new article, accession, mixing/fusion with the goods delivered and / or to be delivered by the supplier.
- If the supplier has good grounds to fear that the other party will fall short in the fulfilment of her obligations, and in any case if the other party is declared bankrupt, applies for suspension of payments, offers any kind of agreement, is placed under curatorship, closes or liquidates her company or its branch to which the ordered items are relative, if attachment is made on the purchase goods or other goods at her account, if the purchased goods should be damaged, or if the other party is in default with the fulfilment of her obligations to the supplier, or if new obligations are made that seriously endanger the fulfilment of her obligations to the supplier, the supplier is entitled to take back the goods, without prejudice to all other rights granted to it by law, without any summons being required, without this resulting in dissolution of the agreement, without being obliged to refund payments already received and with the right to compensation for value reduction of the goods or otherwise of the other party.
- If the supplier has good grounds to fear that the other party will fall short in the fulfilment of her obligations, the other party is obliged at the first request of the Supplier to set satisfactory assurance immediately in the form desired by the Supplier and supplement these for the fulfilment of all her obligations. As long as the other party has not complied with this, the supplier is entitled to suspend the fulfilment of his obligations.
- The supplier can retrieve the goods in the cases referred to in this article; the costs of dismantling, transport and otherwise, as well as the costs of legal assistance, are for account of the counterparty.
- If the value of the goods taken back by the supplier must be determined, valuation will be done by an expert appointed by himself. This valuation will take into account the price for which he could provide new items of the same nature as the returned goods on the day of the repossession; on the basis of the price in question, the depreciation of the returned goods due to use, damage, aging and the reduced saleability, by whatever cause will also be taken into account.
- To determine the reduced saleability is also taken into account the costs incurred by the supplier for overall technical inspection needed for possible further sales.

Article 7. Warranty from the supplier

- With regard to new machines: for the Netherlands and Belgium guarantee for proper functioning for 12 months after delivery as referred to in Article 3. For all other countries the warranty only applies to parts and only if the defective parts are sent back to the supplier. With regard to used machines, but only insofar as they have been sold as overhauled by the supplier and the supplier has expressly granted warranty: For the Netherlands and Belgium guarantee for proper functioning for 6 months after delivery as referred to in Article 3. For all other countries the warranty only applies to parts and only if the defective parts are sent back to the supplier. However, with the proviso that the supplier is never obliged to do more than the guarantee or the guarantees that it has been provided by the producers or the other supplier (s) from which it purchased the purchased goods. If the machine is used more than 8 hours per working day on average, the warranty period will be reduced by a proportional percentage.
- The supplier is obliged to replace or repair broken or faulty parts in so far as the producer or the supplier who manufactured it enables him to do so. This obligation only exists within the term and subject to the reservation in the previous paragraph and without prejudice the following provisions.
- Deficiencies in the proper functioning must be communicated to the supplier in writing within 14 days after the discovery and in any case no later than 14 days after the expiration of the guarantee period.
- Claims based on the obligation of the Supplier to guarantee should, in case of dispute, under penalty of forfeiture of rights, be enforced in court within 12 months after the end of the term referred to in the first paragraph.
- The supplier is never held to any guarantee, if and as long as the other party does not fulfil its obligations, in particular the obligation for payment.
- For disassembled machines guarantees are only granted, if the assembly is done under the responsibility of the supplier.
- In case the other party makes repairs or makes changes, of any kind, a renewed setup or assembly after relocation or the movement, expressly included therein other than by or on behalf of the Supplier or without his explicit consent, lapses any claim to warranty and any right of complaint.
- The guarantee never concerns a defect in the proper functioning due to normal wear or a defect in proper operation due to improper, incorrect or untidy treatment, overload, unsuitable assets, defective building construction, unsuitable building land or chemical, electrical, electronic or electrical influences, including the temporary or long-term absence are the required voltage on the electrical grid.
- Except in the case mentioned in paragraph 1 of this article warranty is never granted for used machines.
- Temporary loss of the purchased in connection with the necessity of repairs never obliges the supplier to pay any compensation and does not suspend existing payment obligations in any way.
- The warranty provisions apply accordingly on replacement parts supplied by the supplier.
- If the supplier does not fulfil his obligation to replace or repair within a reasonable time after being summoned for that, he is at most liable for the reasonable costs which the other party had to make to repair or, if repair should cost more than half of the original purchase price, to have the replacement performed by a third party. In case of repair, the costs payable never exceed half of the original purchase price. In case of replacement, the costs payable never exceed the original purchase price, while in that case the delivered goods must also be returned to the supplier in the original state.

Article 8. Complaints

- Except if it concerns a guarantee, in which the warranty provisions apply the supplier is only obliged to handle complaints, if they have been submitted in writing.
- Return shipments to the Supplier are only permitted after his prior written consent; in that case they must be sent carriage paid, unless the Supplier accepts the complaint.
- The complaint must also be made as soon as possible, but no later than 14 days after delivery or - in the case of invisible defects - within 14 days after the defects reasonably could be detected. The other party has the obligation to examine the delivered goods immediately upon delivery.
- Claims and defences based on facts that would justify the claim that the delivered item does not comply with the agreement, expire one year after delivery.
- Does the delivered not comply with the agreement, then the Supplier is only bound to delivery of the missing, repair of the delivered item or replacement of the delivered item.

Article 9. Liability

- The Supplier is not liable for damage which cannot be attributed to intent or gross negligence on the part of the Supplier or was caused by circumstances which are not at the risk of the supplier.
- Not at the risk of the Supplier damages as a result of intent or gross negligence of persons the Supplier uses in the performance of the obligation, unsuitability of goods the Supplier makes use of in the performance of the obligation, exercise by third parties against the counterparty of one or more rights in respect of a shortcoming of the other party in the performance of one between the other party and that party third contract, strike, workmen's exclusion, sickness, import, export and / or transit prohibition, transport problems, non-fulfilment of obligations by suppliers, malfunctions in the production, natural and / or nuclear disasters, war, war threat and / or civil unrest.
- The other party will indemnify the supplier in respect of any reimbursement and all costs, damage and interests that may arise for the supplier from claims of third parties due to any defect in the goods delivered to the other party by the supplier.