



Sales Terms and Conditions

1. Definitions

- 1.1 "Seller" means Connect Ingredients B.V., a trading company specializing in feed ingredients.
- 1.2 "Buyer" means the entity purchasing Goods from the Seller.
- 1.3 "Goods" means the feed ingredients supplied by the Seller.
- 1.4 "Agreement" means these Terms and Conditions together with any related purchase order, order confirmation, or invoice.

2. Scope

- 2.1 These Terms apply to all sales of Goods by the Seller, unless otherwise agreed in writing.
- 2.2 Any terms proposed by the Buyer that conflict with these Terms are excluded, unless expressly accepted in writing by the Seller.

3. Orders and Acceptance

- 3.1 Orders are binding only upon written confirmation by the Seller.
- 3.2 The Seller reserves the right to refuse orders at its discretion.

4. Prices and Payment

- 4.1 Prices are as specified in the Seller's confirmation or invoice.
- 4.2 Unless otherwise stated, prices are in EURO, excluding VAT, duties, and freight.
- 4.3 Payment is due within 14 days of delivery, unless agreed otherwise in writing.
- 4.4 Late payments may incur interest at 1.5% per month or the maximum allowed by law.
- 4.5 Payments must be made by bank transfer only.

5. Delivery

- 5.1 Delivery dates are indicative and not guaranteed.
- 5.2 The Seller is not liable for delays caused by circumstances beyond its control, including but not limited to transport disruptions, raw material shortages, or government restrictions.
- 5.3 Risk of loss transfers to the Buyer upon delivery to the agreed carrier (Incoterms 2020 apply unless stated otherwise).
- 5.4 If the Buyer postpones call-off or collection beyond the agreed period, reasonable storage and handling costs may be charged.

6. Inspection and Claims

- 6.1 The Buyer shall inspect the Goods immediately upon delivery.
- 6.2 Visible defects must be reported in writing within 48 hours of delivery. Hidden defects must be reported within 14 days of discovery, but no later than 30 days from delivery.
- 6.3 Failure to notify within these periods constitutes acceptance of the Goods.

7. Warranty

- 7.1 The Seller warrants that the Goods conform to agreed specifications at the time of delivery.
- 7.2 No other warranties, express or implied, including fitness for a particular purpose, are provided.
- 7.3 The Buyer's sole remedies for defective Goods are replacement of the affected Goods or refund of the purchase price, at the Seller's discretion.

8. Limitation of Liability

- 8.1 The Seller's total liability is limited to the invoice value of the Goods concerned, capped at a maximum of 1.5 times the purchase price of such Goods.
- 8.2 The Seller is not liable for indirect or consequential damages, including loss of profit, production downtime, or business interruption.
- 8.3 The Seller accepts no liability for damage arising from improper use, storage, or handling of the Goods.

9. Compliance with Laws

- 9.1 The Buyer is responsible for ensuring compliance with all applicable laws and regulations, including EU Feed Hygiene Regulation (1831/2003), in relation to the purchase, use, and resale of the Goods.

10. Title and Risk

- 10.1 Title to the Goods remains with the Seller until full payment is received.
- 10.2 Risk of loss transfers to the Buyer upon delivery to the carrier or as otherwise agreed under applicable Incoterms.

11. Force Majeure

11.1 The Seller shall not be liable for failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, labor disputes, epidemics, raw material shortages, or government actions.

12. Termination

12.1 The Seller may terminate this Agreement with immediate effect if the Buyer materially breaches its obligations or becomes insolvent.

13. Governing Law and Dispute Resolution

13.1 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

13.2 Parties shall first attempt to resolve any disputes amicably through negotiation or mediation.

13.3 If no resolution is reached, disputes shall be submitted to the competent court of Gelderland, The Netherlands.

14. Miscellaneous

14.1 Amendments must be in writing and signed by both parties.

14.2 If any provision is held invalid, the remaining provisions remain enforceable.

14.3 These Terms constitute the entire agreement between the parties and supersede all prior communications.

15. Notices

15.1 All notices must be made in writing and sent by email to info@connect-ingredients.nl or by registered mail to the Seller's registered office.