

General terms and conditions AR Paard B.V.

1. These general terms and conditions apply to all legal relationships, such as contracts, proposals or quotes, between **AR Paard B.V.** (hereafter: 'AR Paard') on the one hand, and any natural or legal person (hereafter: 'customer') on the other, with regard to the provision of goods or services. These conditions can also be invoked by employees of AR Paard, by third parties who are engaged by AR Paard or by parent or sister companies to or subsidiaries of AR Paard. The general terms and conditions of customers shall not be applied by AR Paard.
2. Offers provided by AR Paard are no-obligation, unless stated otherwise. Contracts shall be created by means of a confirmation by AR Paard by email or post or upon the actual commencement of delivery or execution by AR Paard.
3. If delivery is for the account of AR Paard, the delivered items are for the account and risk of the customer from the moment of unloading. Lead times that have been indicated or agreed do not constitute mandatory limits, unless agreed otherwise. AR Paard may deliver in batches.
4.
 - a. A customer must thoroughly and expertly inspect the goods upon delivery.
 - b. Visible defects must be reported to AR Paard, in writing and with reasons, within 7 days of delivery or execution of the service. Invisible defects must be reported to AR Paard, in writing and with reasons, within 7 days of the moment at which the customer could reasonably be expected to have discovered the fault(s), with a limit of six months after delivery or the execution of the service.
 - c. If the defects are not reported in good time and in writing, the customer's rights with respect to the goods or services shall be annulled.
 - d. Deviations and variances relating to supplied goods, that fall within the trade users' reasonable production or weight tolerances or which are specific to a natural product according to the sales details, shall not qualify as shortfalls.
 - e. Items delivered that do not display a defect at the time of their delivery cannot be returned.
5. Payment must be made to AR Paard before or on the expiry date indicated on the invoice, without any offsetting, reductions and/or suspensions, by means of transfer to the bank account provided by AR Paard. If the full amount is not paid on the due date, the customer shall be considered to have legally defaulted. From that moment, the customer shall owe statutory corporate interest on the primary sum and shall be obliged to pay all legal and non-legal costs associated with collecting the debt.
6. AR Paard retains the ownership rights for the goods it supplies. If an invoice from AR Paard relating to supplied goods or services is not paid in good time, or AR Paard has a claim against a counter-party as a result of a failure to fulfil a contract, or AR Paard has good grounds for fearing that the customer will not fulfil this contract, AR Paard may request the return of the items it has supplied. The customer may not provide the items to another, transfer them or use them as collateral as long as ownership has not transferred to the customer, except in the normal operations of his company. The customer shall agree in advance that his claim(s) against AR Paard may be offset against the claim(s) of any parent/sister company or subsidiary of AR Paard against the customer. The customer cannot assign its claims against AR Paard on any grounds to a third party. Such claims are expressly not assignable. This provision has effect under property law in the sense of section 83, paragraph 2 of Book 3 of the Civil Code.
7. If the customer fails to comply with any obligation arising out of the contract on time or in full, or in the event of (an application for) bankruptcy, payment suspension, receivership, closure or liquidation of the customer's business, AR Paard is entitled, without any obligation to provide compensation and without prejudice to its further rights, to annul the contract in part or in full, or suspend the ongoing implementation thereof. In these cases, AR Paard is entitled to request the immediate payment of all outstanding debts.
8. If AR Paard cannot fulfil a contract on time or in full due to circumstances beyond its control, this shall be regarded as force majeure. In this case, Voermeester is not liable for any resulting damages due to the failure to comply, on time or in full, with the contract. Force measure is understood to mean (i) the lack of timely delivery from AR Paard' suppliers, (ii) defectiveness of third parties' goods, equipment, software or materials used by AR Paard, (iii) government measures, (iv) power disruption, (v) war, (vi) sit-ins, (vii) strikes, (viii) general transport problems, (ix) outbreak of a (veterinary) disease, (x) the unavailability of one or more AR Paard employees for any reason.
9. In the event of damages as a result of a contract with AR Paard, the following shall apply:
 - a. AR Paard is not liable if the damage is the result of (1) a supplied item which has not undergone any processing or has been produced to the customer's prescription, (2) an obligatory government process, (3) services and/or advice that are provided free of charge, (4) inaccurate and/or incomplete details supplied by the customer and/or (5) the use of items or services in a manner that contradicts the instructions and/or advice provided by AR Paard.
 - b. If the damage is caused by a defective item supplied by AR Paard or a service or advice that has been provided (and charged for) by AR Paard, AR Paard' liability shall be limited to the direct loss and to a maximum of the invoice value for the relevant service or item, with a ceiling of € 45,000.
 - c. Direct loss refers to loss which is the immediate and exclusive result of the use of the supplied item in accordance with its nature and intended use, and thereby not the lost profits, lost savings, loss caused by business interruption and other consequential loss, inter alia.
10. All customers' entitlements to claim against AR Paard will expire one year after the entitlement to claim arises, unless the claim(s) has already been submitted to the competent court within that period.
11. AR Paard administration shall serve as evidence, unless the customer can provide evidence to the contrary.
12. AR Paard and the customer will process personal data in an appropriate and careful manner in accordance with the statutory regulations under the General Data Protection Regulation. AR Paard will act in accordance with the privacy statement that can be found on the website. The customer indemnifies AR Paard against the administrative sanctions imposed on AR Paard in connection with the processing that AR Paard carries out in the performance of the contract.
13. All contracts with AR Paard shall be governed by Dutch law. Any appeals to the Vienna Sales Convention shall be excluded. All disputes between AR Paard and the customer shall, in the first instance, exclusively be settled by the Gelderland court (in Arnhem).

These provisions shall apply from 1 September 2021 and supersede all previous General terms and conditions.