

GENERAL SALES CONDITIONS DISOLUT B.V. (September 2024)

These conditions apply to **professional customers** only and do not apply to direct sales in the EU from Intoleran or Disolut BV to consumers. Consumers are referred to the GENERAL TERMS AND CONDITIONS DISOLUT BV FOR CONSUMERS.

Article 1: Definitions and applicability

1. The terms in these General Sales Conditions shall have the following meaning:
 - a. Customer: any (legal) person who has entered or wishes to conclude an agreement with Disolut regarding the purchase of Products.
 - b. General Sales Conditions: these general terms and conditions of delivery for the sale and delivery of Products to Customers, regardless of the form in which they are offered.
 - c. Disolut: the private company with limited liability Disolut BV, also acting under the tradename "Intoleran", with its registered office and office at (3439LD) Nieuwegein, on Ravenswade 106, The Netherlands, registered with the Dutch trade register under number 68944705, as well as all its subsidiaries.
 - d. Products: all products supplied by Disolut based on an agreement concluded between Disolut and the Customer.
2. These General Sales Conditions apply to all offers, agreements and the establishment and implementation thereof, unless the parties have explicitly agreed otherwise in writing.
3. Disolut explicitly rejects the applicability of any terms and conditions of the Customer.

Article 2: Quotations and offers

1. All quotations and offers made by Disolut are without obligation, unless explicitly stated otherwise in writing.
2. An agreement between Disolut and the Customer with regard to the sale and delivery of Products is only concluded after written acceptance of an offer by Disolut or through other acts of acceptance by the Customer, such as the retention of Products without protest and the payment of an invoice, which are deemed full acceptance by the Customer.
3. Upon accepting an order, Disolut is entitled to demand security for compliance. The Customer's refusal to provide the required security entitles Disolut to refuse the assignment or to suspend delivery.

Article 3: Prices

1. All prices are in euros (€) and exclusive of VAT, other taxes, transport and export / import costs, unless the parties agree otherwise.
2. The prices apply at the time of the offer of the Products. Disolut is at any time entitled to adjust the prices for new quotations and for existing but not yet accepted quotations or orders.
3. Disolut is entitled to increase prices of already accepted but not yet delivered orders in case justified by external reasons.

Article 4: Delivery

1. Delivery of the Products takes place EXW Nieuwegein, The Netherlands (Incoterms 2020).
2. Delivery times indicated by Disolut will be estimates and may never be regarded as deadlines, unless expressly agreed otherwise.
3. If the Products cannot be delivered at the specified time, Disolut will notify the Customer of this delay as soon as possible, stating the adjusted delivery time. In case of late delivery, the Customer shall provide Disolut with a written notice of default, granting a reasonable remedy period.
4. Late delivery can never cause a claim for compensation, even after issuing a notice of default.
5. Disolut is allowed to partial delivery of an order.
6. In case of force majeure, Disolut is entitled to cancel the agreement or to suspend performance for the duration of the force majeure situation, without Disolut being obliged to pay any compensation or fine to the Customer.
7. In the situations described in article 4.3-5, Disolut is entitled to demand payment for everything that has been delivered up to that moment and Disolut is not obliged to pay any compensation or penalty to the Customer in this respect.

Article 5: Payment

1. Payment is to be made into a bank account designated by Disolut. Unless explicitly agreed otherwise, 50% of the payment for the Products must be completed prior to delivery, and 50% within fourteen (14) days of the invoice date.
2. Disolut is entitled to demand full payment from the Customer prior to delivery. In such cases, delivery will be suspended until Disolut has received full payment of the agreed amount.
3. All payments must be made without settlement, setting off, or suspension of any kind, unless with the express written permission of Disolut. Payments from the Customer are deducted from Disolut's longest outstanding claim or interest.
4. If Disolut has not timely received the full invoice amount from the Customer, the Customer will be in default by operation of law and interest of 1% per month will be owed on the unpaid part of the invoice amount, calculated from the expiry of the payment term until to the date of full satisfaction.
5. Disolut is entitled to recover its full costs for debt-collection from the Customer. The (extra) judicial collection costs referred will not be less than 15% of the invoice amount, with a minimum of € 250.00, without prejudice to any (legal) costs owed by the Customer on the basis of a court decision.

Article 6: Retention of Title

1. Until Disolut has received full payment from the Customer, Disolut retains ownership of all Products it has delivered to Customer.
2. The Customer is not authorized to dispose of or encumber the Products, as long as Disolut still has the right of retention of title/ownership.

3. The Customer is entitled to resell the delivered products to its own customers in the context of customary business operations, regardless of whether these Products fall under the above retention of title.

Article 7: Warrantees and complaints

1. Disolut warrants that its Products are produced in accordance with the HACCP-based Food Safety System and comply with the specifications stated on the packaging, on its website and in its web shop for the period indicated therein, provided that the Products are transported, stored and used in accordance with generally accepted methods or provided instructions.
2. Upon delivery, the customer checks the quantity of the delivered products and checks for visible defects, and the Customer is obliged to have these deviations immediately identified on the transport documents. Disolut shall make up incomplete deliveries or shall credit the non-delivered part.
3. The Customer must inspect the Products immediately upon delivery, but no later than three (3) working days thereafter, and notify Disolut if the Products delivered do not meet the specifications or if the Products are damaged.
4. If Disolut does not receive any complaints within the periods referred to in Articles 7.2 and 7.3, the delivery is deemed to be completed in accordance with the agreement and accepted by the Customer.
5. If a Product contains hidden defects that the Customer could not have discovered on delivery or within the term referred to in Article 7.3, the Customer will report this hidden defect within three (3) working days after discovery thereof. Any right of complaint expires after 3 weeks from the delivery date.
6. Upon receipt of a complaint from the Customer as referred to in Articles 7.2, 7.3 or in Article 7.5 and the Customer has returned the respective Products and the complaint is attributable to Disolut, Disolut has the option to (re)supply the Customer with replacing Product(s), or to reimburse the Customer for the purchase price of the non-compliant Product(s).
7. When Disolut initiates a product-recall for one or more of the Products, the Customer will upon first request and at the expense of Disolut provide all possible cooperation.

Article 8: Liability and compensation

1. The Products delivered by Disolut are exclusively to be utilised for their intended use. Disolut accepts no liability for any other use.
2. Disolut's liability under any agreement with the Customer is limited to compliance in accordance with article 7.6.
3. Except for Disolut's willful misconduct or gross negligence, compensation for damage by Disolut, as referred to in Article 8.2, is limited to the amount of the invoice that relates to the Product from which the relevant damage arose. Compensation for indirect or consequential damages is excluded.
4. The limitation of liability under this article 8 is without prejudice to possible consumer-claims in case of death or personal injury to the extent based on mandatory product liability legislation.

Article 9: Cancellation and termination of the agreement

1. Regarding the duration of the agreement:
 - a. any distribution- and other long-term agreements entered by Disolut shall have a duration as stated therein, failing which these agreements have been entered into for an indefinite period;
 - b. The referred indefinite-term agreements can always be terminated by Disolut, providing a written notice, observing a notice period of 3 months.
2. Disolut reserves the right to terminate and dissolve the agreement with the Customer without legal intervention, with immediate effect, if the Customer:
 - a. is in default because of the unpaid invoices, as referred to in Article 5;
 - b. continuously does not, not properly or not timely fulfil any other obligation under the agreement, after having been given notice of default by Disolut in order to remedy such default within a reasonable term;
 - c. applies for a moratorium or applies for bankruptcy, is declared bankrupt or placed under special administration;
 - d. takes a decision to liquidate and / or terminate the company;
 - e. loses free control over his assets.
3. In the event of termination or dissolution on the grounds referred to in article 9.2, all claims and invoices against the Customer are immediately due and payable and Disolut is also entitled to claim full compensation for all possible direct and consequential damages because of this termination.

Article 10: Brand and trade name / Intellectual Property

1. Disolut reserves the rights and powers that accrue to Disolut based on the Copyright Act and other laws and regulations regarding intellectual property.
2. The Customer is expressly prohibited from using the trade name, brand names and logos used by Disolut in any way or form in its business operations, unless with the express and written consent of Disolut.
3. The customer is to follow all directions given by Disolut in relation to a possible consent referred to in article 10.2.

Article 11: Applicable law and dispute resolution

1. All agreements between Disolut and customers are exclusively governed by Dutch law.
2. In the event of conflicts that cannot be resolved amicably within a reasonable period, the parties will attempt to reach a settlement by means of mediation (under MfN conditions), failing which a dispute may be submitted exclusively to the competent court in Utrecht.

These General Sales Conditions have been filed with the Chamber of Commerce with number 80905935