**GENERAL CONDITIONS OF SALE BelOrta cv - VAT BE 0848.973.395 RLE Antwerp, division Mechelen**

issue date: 07/04/2022

**1 General**

1.1 Without prejudice to the applicability of special conditions which may be allowed in writing and which have precedence over the present general conditions, the latter are applicable except for deviations agreed upon expressly and in writhing and by preference to conditions included in all later documents of the auction's clients.

1.2 By buying at the auction the buyer accepts the present general conditions and expressly renounces his own general conditions. The fact that the present general conditions have not been drawn up in the buyer's mother tongue does not affect this.

1.3 The nullification by the court of one of the following stipulations does not impair the legal validity of the other stipulations of the present general conditions.

**2 Establishment**

2.1 Commercial transactions within the auction are allowed only for products originating from the auction. The auction bears no liability whatsoever for products not originating from the auction.     
2.2 All purchases will take place exclusively after the assignment of a buyer's number. The client-buyer buys on the number and in the place communicated and indicated to him by the auction. Without the management's approval he must not buy or sell goods on another number or in another place, including the auction's premises or the hangars. When the clock button is pressed the identification number is shown and registered on all documents. This is sufficient evidence for the establishment of the transaction. The auction bears no responsibility whatsoever for abuses, if any, of the number and/or badge.

2.3 The pro forma delivered documents are only for your information and can form no proof against definitive documents.

2.4 The sale days and hours, as well as possible modifications, are communicated in a timely manner.

2.5 The GLOBAL-GAP number (GGN) and the GLOBAL-GAP status of the producer(s) concerned are not always mentioned on the commercial documents. If products are indicated by ‘EG’, ‘FG’ or ‘GG’ in the quality description, the status of these products is guaranteed to be GLOBAL-GAP certified.

**3 Delivery - Acceptance**

3.1 The goods are delivered and accepted at the moment they are put down in the loading zones, the buyer’s modules and/or on the auction's loading quays, whereby any risk immediately passes to the buyer.   From this moment on the buyer is liable for the maintenance of the cold chain.  The goods travel at the buyer's risk, even if they are shipped FOB or CIF. Upon delivery of the goods by the producer the buyer or his representative will be present at the vehicle to take delivery of the goods and to inspect their quality, quantities and price. The buyer or his representative will sign the proof of delivery submitted by the producer as correct. After signing the docket by the buyer or his representative, or in their absence, by an employee of the auction, or after loading the goods purchased, no more complaints are accepted. After signing the docket by the buyer or his representative, or in their absence, by an employee of the auction, or after loading the goods purchased, no more complaints are accepted.

3.2 The auction is not liable for any disturbances occurring at the delivery as a result of circumstances considered force majeure, such as general or partial strikes, lock-outs, riots, accidents, machine failures, floods, etc. This enumeration serves as an example and is not restrictive.

**4 Payments**

4.1 All payments take place in EUR or in the currency stipulated in the agreement. Any costs relating to the purchases are invoiced according to the tariff mentioned on the invoice.

4.2 On condition that the buyer indicates in a separate document that the goods are destined for cross-border deliveries they are invoiced exempt from VAT, provided that the buyer grants his full co-operation to prove this delivery and with the reservation that this is accepted by the VAT administration. In the absence of this the auction reserves the right to invoice the VAT to the buyer.

4.3 The invoice is payable at the auction's registered office. No exception is made to this rule when the auction draws bills on buyers or accepts securities as payment.

4.4 Barring other agreements or mention on the invoice, our invoices are payable immediately in cash upon receipt. When due they will accrue, by operation of law and without demand, a weekly interest of 0.20 % of the total sum due, whereby each week started is considered an entire week.

4.5 Moreover, in case of a full or partial non-payment of the debt on the due date and after futile notice of default, the debt balance will be increased, by operation of law and without notice of default, by 15 % with a minimum of 70 EUR and a maximum of 25.000 EUR, by virtue of a fixed and undiminished compensation for administrative and collection charges, even when delays have been granted, without prejudice to a higher compensation, the proof of which is reserved by the auction.

4.6 In case of non-payment of the outstanding debts on the due date the auction reserves the right to demand the immediate payment of every outstanding debt on the debtor and to cancel any order or current contract, or at least to suspend it until all outstanding debts have been paid up. This right is valid even when the buyer has already paid the suspended delivery.

**5 Retention of Title**

The merchandise remains the property of the auction up to the moment that the purchaser has paid for the goods in full.

**6 Set-off**

The auction always has the right to compensate debts towards the buyer with debts of the buyer against the auction, if any. Except for the prior written agreement from the auction the buyer can, however, not invoke any set-off, whatever the rights of claims based on which the buyer wants to exercise the set-off.

**7 Guarantee - Complaints**

7.1 All goods are inspected in advance. The applicable regulations and standards for the inspection are available for perusal at the auction. The goods must be inspected by the buyer before the establishment of the transaction. With the establishment of the transaction the buyer also accepts the inspection.

7.2 The auction cannot be held liable for defects regarding the quality and quantity delivered and the price after the goods were delivered, as stipulated in the present conditions.

7.3 Complaints regarding visible defects are admissible only until the moment the goods leave the loading bridges or hangars.

7.4 Complaints regarding hidden defects are accepted only provided they are communicated in writing to the auction within 48 hours after the establishment of this defect, provided the goods were traded and stored in a normal manner until the complaint can be checked in the presence of both parties.

7.5 In case of complaints the product number on the packing material, together with the reason of the complaint, must be stated on pain of inadmissibility and the date of the transaction.

7.6 The auction's guarantee is limited to the replacement of the goods purchased by making available the same quantity and quality at the auction soon afterwards. The auction's guarantee never includes the restitution of the price. The auction cannot be held liable for direct or indirect damage.

7.7 Submitting a complaint does not discharge the buyer of his payment obligations. Complaints regarding the contents of an invoice do not suspend the terms of payment.

**8 Conventional pledging**

The parties also expressly convene that all deliveries form a whole and must as such serve as a pledge for the payment of all debts resulting from these deliveries, also those referring to other deliveries than those which are the subject of the present invoice.

**9 Financial guarantees**

To guarantee the proper fulfilment of his commitments the buyer gives a sum of money in pledge to the auction, the extent of which is determined for each buyer separately by the management. This guarantee sum does not yield any interest for the buyers. The auction reserves the right to adapt this guarantee if it considers this necessary, even after delivery of the goods, if after the establishment of the transaction, but before the integral payment of the price, it appears that the buyer's credit is jeopardized or if his creditworthiness decreases, and in the following cases, among others: the refusal of a credit insurance, asking payment facilities, protest, the request for an amicable agreement or arrangement with creditors, the attachment with the buyer at the request of a creditor, delay in payment to the National Office of Social Security, VAT, etc... No prior notice of default of the buyer is required for this. The enumeration in this article serves as an example and is not restrictive.

**10 Packaging - Abuse - Guarantee**

10.1 At their delivery the goods are packed in the original packaging material, crates, pallets and packaging material - which is the property of the auction and bears a mark which is valid only for the originally packed goods.

10.2 The crates, pallets and packaging material must not be copied, imitated, multiplied, hired out, sold, lent out, passed on or made available to third parties without the auction's permission.

10.3 The packaging material fitted with a registered brand of the company and/or the brand “BelOrta” or with the common characteristics of the Verbond van Belgische Tuinbouwcoöperaties “V.B.T.” and of the "VBT Kistenpool" or with the common brand “Flandria”, must be used only for the following purposes:

A. As far as the producers-associates are concerned:

On the one hand for purchase at the auction with a view to the supply of agricultural and horticultural products, and on the other hand for the supply itself of their products to the auction.

B. As far as the buyer is concerned:

For the packaging for single and multiple use, for the purchase at the auction and for the further processing of the merchandise purchased in the packaging until the end user, provided that the merchandise traded was purchased at the auction in the packaging, and for the packaging for multiple use also for the return of the packaging to the auction. The buyer must make the crates available to the producer, and they must not be used for other purposes than for the packaging and handling of the goods purchased at the auction until the end user.

Any other use of packaging material is considered abuse. Any regularly established abuse is sanctioned by the payment of a fine, for which a lump sum of 15 EUR per abused crate is fixed. The abuse may be proven by all legal remedies. Without prejudice to the validity of any other establishment which is regularly made, an establishment made by a bailiff will count as sufficient evidence of abuse.

10.4 After use the crates and pallets must immediately be returned to the auction, clean and undamaged.

10.5 The producers and buyers pay a deposit for the use of the packaging material as mentioned on the front side of the settlement and the invoices. The packaging material is taken back by the auction against the deposit mentioned on the front side of the settlement and the invoices. This deposit is paid back only if the packaging material is returned to the auction at the latest within 15 days from the purchase at the auction, in the state mentioned in point 9.4. In the absence of this a monthly deduction on the deposit of 0.01 EUR per item of packaging material is made, without prejudice to the auction's right to consider the deposit irrevocably and definitively acquired by it after one month. For special cases, such as shipment abroad, the management may allow derogations to the delivery period in writing. The buyer must not return more packaging material and the auction is by no means obliged to take back more packaging material than the number of crates and pallets as appears from the outstanding sum of the deposit mentioned on the invoice.

10.6 Clients do not have the right to abuse the producers’ GlobalGapNummer (GGN). Clients must use best practices to ensure traceability and labelling.

**11 Responsibility**

11.1 The auction bears no liability whatsoever for any damage as a result of or caused by products or objects of producers, buyers or third parties which are present on the auction's premises, either lawfully or unlawfully.

11.2 Without the auction's written and prior permission the buyer must not trade or leave behind at the auction's premises or in the hangars outside the auction's selling hours, any purchased goods, trucks, passengers cars, transport or other material, as well as packaging material with the registered trademark and/or the brand “BelOrta” or of the common brands of the Verbond van Belgische Tuinbouwcoöperaties “V.B.T.” and of the "VBT Kistenpool" or of the common brand “Flandria”. It is also forbidden to bring packaging material of third parties or packaging material without the registered trademark of the company or of the common brands of the Verbond van Belgische Tuinbouwcoöperaties “V.B.T.” and of the "VBT Kistenpool" or of the common brand “Flandria” into the auction's premises or into the hangars, or to leave them there without the auction's prior and written permission.

11.3 The tenant of a covered stand or a hangar must insure his goods against risks of rent or use of the part of the building rented or used by him and against its neighbours. The tenant also declares to renounce any right against the owner of the building (Civil code art. 1721 paragraph 2).

**12 Unfair trading practices between businesses in the agricultural and food supply chain**

The auction is a recognised producer organisation benefiting from the protection rules of the Law of 28 November 2021 on unfair trading practices between businesses in the agricultural and food supply chain. (Title 4, Chapter 2, Section 4 of Book VI of the Code of Economic Law)

**13 Privacy**

13.1 The buyer processes personal data in accordance with the applicable regulations. If the buyer communicates personal data of employees, appointees or third parties in the context of the execution of the agreement, the buyer shall ensure that these data have been obtained and transferred in accordance with the Belgian Privacy law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the European regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

13.2 BelOrta processes personal data in accordance with its privacy statement and the above mentioned applicable regulations.

**14 Place of execution and applicable law**

14.1 The place of execution of the agreement is the place of the auction's registered office. The agreement is governed by Belgian law.

14.2 The parties hereby declare the Hague Convention of 15-06-1955 regarding the law applicable to the international sale of goods, as well as the convention of 01-06-1964 relating to a Uniform Law on the International Sale of Goods, to be not applicable.

**15 Competent courts**

15.1 Only the courts of Antwerp, division Mechelen, are competent to settle any disputes regarding the conclusion, the validity, the interpretation or the execution of agreements with the auction. Drawing bills on the buyer, accepting securities as payment or granting terms of payment cannot be invoked as a derogation from this stipulation or as a merger of debts.

15.2 The auction reserves the right to renounce this clause granting legal power without renouncing the other conditions.