

General Terms and Conditions

1. Definitions

- 1.1 Blonk: Blonk Quality Ingredients BVBA and all individuals and entities that work for and/or act as agents on behalf of Blonk, as well as all persons for whom Blonk might be held liable.
- 1.2 Counterparty: the individual or entity with whom Blonk has concluded a contract, is in discussion or negotiation or is involved in any other way.

2. Scope

- 2.1 These General Terms and Conditions apply to all agreements concluded by Blonk, and to all actions performed in connection therewith, in as far as the main terms of these agreements and/or any standard-contract terms mentioned therein do not stipulate differently. In case of discrepancy the main contract terms and/or standard-contract terms shall prevail over these General Terms and Conditions.
- 2.2 Any and all general terms and conditions of the Counterparty are herewith expressly excluded, also in case these exclude the applicability of other general terms and conditions.
- 2.3 No deviation of these General Terms and Conditions shall be valid unless it is agreed and confirmed in writing.
- 2.4 Should any clause that forms part of these conditions be void, then all other conditions will remain in force to the fullest extent and the parties shall replace the void clause by a clause that as much as possible resembles the void clause.

3. Contracts

- 3.1 Offers made by Blonk are non-binding and without obligation.
- 3.2 Once a contract is formed, the Counterparty shall not be entitled to suspend any of its obligations thereunder in connection with (allegations of) non-performance by Blonk of its obligations under the same or any other contract.
- 3.3 Services performed by Blonk outside the scope of the contract are and remain for risk and account of the Counterparty.

4. Goods

- 4.1 Goods sold by Blonk shall be for the sole risk and account of the Counterparty as from the moment of their delivery or so much earlier as may be determined in (by) the contract (parity).
- 4.2 Title to goods delivered by Blonk, respectively title to documents representing the goods, remains with Blonk until all outstanding payments have been received from the Counterparty in full.
- 4.3 Goods, respectively documents representing the goods, that are subject to the retention of title may not be transferred as security or pledged.
- 4.4 This retention of title extends to goods after having been processed, changed or co-mingled and also applies to any moneys or other value (to be) received by or on behalf of the Counterparty in respect of these goods.

5. Payment

- 5.1 Where the Counterparty does not (timely) comply with its payment obligations, an annual interest of 12% will be charged on any outstanding amounts, calculated per day from the due date of the invoice until full payment is received.
- 5.2 The Counterparty shall have no rights of set-off against any amounts payable to Blonk.
- 5.3 If the Counterparty fails to (timely) comply with its obligations, any and all judicial and extra-judicial costs which may arise in connection therewith shall be borne by the Counterparty.
- 5.4 Complaints and reclamations from the Counterparty will not allow the Counterparty to suspend or cancel its own obligations under the contract (such as, but not limited to, the obligation to pay).

6. Liability

- 6.1 Except for gross negligence or intentional fault on the part of Blonk, any and all liabilities of Blonk are fully excluded.
- 6.2 If, for whatever reason, there would be liability on the part of Blonk, then such liability shall in any case not extend to any indirect and/or consequential damages whatsoever.
- 6.3 Blonk's total liability shall in any case never exceed the invoice price, exclusive of value added tax, paid by the Counterparty for the goods and/or services supplied.
- 6.4 Any and all claims towards Blonk will automatically lapse if such claim is not notified to Blonk in writing within one week from the date upon which the Counterparty became aware, or should reasonably have become aware, of the existence of any such claim.
- 6.5 Notwithstanding the above, claims with respect to delivered goods will in any case lapse upon the expiry of a period of one month following the date of delivery.

7. Force Majeure

Blonk shall not be liable for non-fulfillment of its obligations occasioned by circumstances beyond their control or by Act of God or any other cause comprehended in the term Force Majeure.

8. Counterparty's failure to pay

- 8.1 If the Counterparty fails to effect timely payment of its debts, or compounds with his creditors, or if the Counterparty is subject to measures which can be taken under the applicable law in relation to debtors who are unable or unwilling to pay all their debts, or if the Counterparty were to fail to perform its payment obligations under any agreement with Blonk, Blonk will be authorized to terminate any and all of the Contracts with the Counterparty, and/or to suspend Blonk's obligations thereunder, this without prejudice to any of Blonk's remaining rights under any contract with the Counterparty.
- 8.2 If a circumstance as described in the preceding paragraph should occur, Blonk will also be entitled to reclaim the documents with immediate effect or to take back the goods forthwith and set off the revenue from the sale of these documents and/or goods against the Counterparty's debt. Any costs incidental thereto will be for the Counterparty's account.

9. Confidentiality and warranties

- 9.1 All data, information and material released by Blonk regarding an offer/quotation are for the Counterparty's internal use only and they shall at any time remain the intellectual and industrial property of Blonk. The Counterparty is not allowed to release these in any way without the explicit written consent of Blonk.
- 9.2 The Counterparty warrants that all information, documents, samples, et cetera provided to Blonk is/are correct, complete and reliable.
- 9.3 The Counterparty warrants that the Counterparty and all individuals and entities that work for or in cooperation with the Counterparty comply with statutory safety, health and environmental regulations.

10. Applicable law and jurisdiction

- 10.1 The relation between Blonk and the Counterparty will be governed by Belgian law.
- 10.2 In case a dispute should arise between Blonk and the Counterparty, the Courts of Antwerp, Belgium, will have exclusive jurisdiction to deal therewith.
- 10.3 Should the main contract terms and/or any standard-contract terms mentioned therein, both as referred to in article 2.1 above, contain any specific law, jurisdiction and/or arbitration clauses, then the latter specific law, jurisdiction and/or arbitration clauses prevail over articles 10.1 and 10.2 above.

11. Erweitertem und verlängertem Eigentumsvorbehalt

With respect to goods, respectively documents representing goods, and clients situated in Germany, the following specific Eigentumsvorbehalt clause shall apply, and this specific clause shall be governed by German law and the German Courts shall have jurisdiction there over:

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.

Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtwertungswert aller mitverarbeiteten Vorbehaltswaren.

Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.

Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.

Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.

Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.

Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.

Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.