

General terms and conditions

These general terms and conditions are part of all (purchase) agreements concluded between Bio Creations Brouns SL located at Calle Cristo 1 at 29752 Sayalonga (municipality of Malaga), hereinafter referred to as Bio Creations Brouns SL and the other party.

Definitions

counterparty: Natural or legal person with whom Bio Creations Brouns SL has concluded one (or more) agreement (s).

Supplier: Bio Creations Brouns SL

Article 1 applicability

1. These general terms and conditions apply to all offers and agreements. Changes and / or additions to these terms and conditions only apply if they have been confirmed in writing by Bio Creations Brouns SL to the other party and only for the relevant agreement.
2. The general terms and conditions declared applicable by the other party are explicitly rejected by Bio Creations Brouns SL and have therefore never been accepted by Bio Creations Brouns SL.

article 2 quotations

1. All quotations provided by or on behalf of Bio Creations Brouns SL are without obligation and non-binding
2. The information processed in the quotations such as prices, brochures, quality indications and quantities have been determined by Bio Creations Brouns SL as accurately as possible, but the other party cannot derive any rights from this information.
3. Samples of products may show minor deviations in color and structure from the delivered products.

Article 3 agreement

An agreement is concluded by written acceptance or written confirmation by Bio Creations Brouns SL of the order given by the other party. If the other party does not object to the content of the order confirmation within 24 hours after receipt of the order confirmation, the other party is deemed to agree.

Article 4 obligations Bio Creations Brouns SL

The information provided for the purpose of the agreement will only be used in the context of the offer or assignment. Bio Creations Brouns SL undertakes not to use this information for other purposes.

Article 5 obligations of the other party

The other party is obliged to fully cooperate and cooperate with Bio Creations Brouns SL, so that an optimal delivery / performance of the agreement can be promoted.

Article 6 delivery / delivery time

1. Bio Creations Brouns SL is obliged to observe the agreed delivery time as much as possible, but is never liable for exceeding it. Neither is Bio Creations Brouns SL obliged to pay compensation if the delivery time is exceeded unless it can be blamed for the late delivery time.
2. Exceeding the agreed delivery time only gives the other party the right to invoke dissolution of the agreement, after it has first informed Bio Creations Brouns SL in writing and by registered mail that it is in default and Bio Creations Brouns SL has a period of 2 weeks to still fulfill its delivery obligation.
3. From the conclusion of the agreement, the purchased item is at the risk of the other party.
4. Delivery is made to the home / business -ground ground 1st door- of the other party.
5. The other party is obliged to check the delivered goods or packaging immediately upon delivery, but in any case within 3 working days for any shortages and / or damage.

article 7 prices and payment

1. The supplier may request a down payment of 50% of the total amount of the agreement. This down payment must be paid immediately after the conclusion of the agreement.
2. All prices are in agreements and / or quotations made by Bio Creations Brouns SL
 - based on delivery ex works, warehouse or other storage location.
 - exclusive of VAT, import duties, levies and duties, unless stated or agreed otherwise
 - excluding costs of packaging, loading and unloading, transport and insurance.
 - stated in euros

article 8 price changes

changes in duties and taxes, as well as any exchange rate changes, will be passed on at all times in the agreed price.

Article 9 complaints

1. Complaints regarding material, activities and invoices must be made within 3 (working) days after the expiry of this term, the other party is deemed to have approved the delivered goods or the invoice. Complaints will then no longer be handled by the supplier
2. If the supplier finds the complaint to be well-founded, Bio Creations Brouns SL is only obliged to replace the faulty goods without the other party being entitled to any compensation whatsoever.
3. The other party's payment obligation is not suspended by a complaint, while the other party is not released from its payment obligation in that case.

Article 10 payment

1. Payment is made in cash on delivery without any discount or by deposit or transfer to a bank or giro account designated by Bio Creations Brouns SL within 14 days of the invoice date.
2. The value date indicated on the bank / giro statements of Bio Creations Brouns SL is considered the payment date.
3. All payments made by the other party serve primarily to settle any interest and collection costs incurred by Bio Creations Brouns SL. After settlement of these costs, the payments then serve to settle the oldest outstanding invoices.

Article 11 late payment

1. In case of non-payment or if the payment term is exceeded, the other party will owe interest from the invoice date - without any reminder or notice of default being required - on the outstanding amount, being 1% per (part of a) month on the outstanding amount.
2. All costs of judicial and extrajudicial measures that Bio Creations Brouns SL must take against the other party with regard to deliveries in the event of non-compliance with the payment obligations of the other party are for the account of the other party.
3. The extrajudicial costs amount to at least 15% of the outstanding amount, with a minimum of 100 euros, and are due and payable by the mere fact that the other party does not meet his / her payment obligations, without prejudice to the right of Bio Creations Brouns SL to claim actual damage if it exceeds the stated percentage.
4. In the event of late payment by the other party, all other amounts owed will become immediately and immediately due and payable, while in that case Bio Creations Brouns SL is entitled to suspend or declare dissolved all further not or not fully executed agreements, without prejudice to the right to claim compensation for the damage and lost profit

Article 12 retention of title

1. Bio Creations Brouns SL remains, as long as the other party has not or not fully complied with its payment obligations, owner of the delivered goods.
2. By entering into the agreement as described in article 3, the other party irrevocably gives power of attorney to Bio Creations Brouns SL to remove the goods and keep them removed, until all that the other party owes to Bio Creations Brouns SL has been paid. .
3. The other party must lend his / her cooperation to this under penalty of a fine of 500 euros per day that the other party is / remains in default, not subject to judicial moderation, if Bio Creations Brouns SL explicitly claims this.

Article 13 Liability

1. Bio Creations Brouns SL excludes any liability
 - insofar as this is not regulated by law.
 - for damage arising or caused by the use of the goods supplied or by the unsuitability thereof for the purpose for which the other party purchased them.
 - damage arisen or caused by or during relocation of the delivered goods at the request of the other party.
2. Insofar as Bio Creations Brouns SL is liable under the law or general legal rules of public order and good faith, this liability is limited to the amount of the delivered product, with a maximum that in the case concerned is covered by the corporate liability insurance. pays out.

Article 14 force majeure

1. In case of force majeure, Bio Creations Brouns SL has the right, at its option, to mark the agreement as dissolved without judicial intervention or to suspend the agreement until the circumstances of force majeure have ended and fulfillment is reasonably possible.
2. Force majeure exists if the cause of the non-compliance (in time) cannot be attributed to Bio Creations Brouns SL. This is the case if the impediment cannot be attributed to the fault of Bio Creations Brouns SL, nor should social norms be at its expense by law.
3. Force majeure includes in any case any unforeseen circumstance as a result of which normal performance of the agreement is not possible, as well as fire, illness, strike, work stoppages, (import) measures by the government, delays at suppliers and other business disruptions.

Article 15 cancellation

1. The other party has the authority to cancel the purchase agreement. This cancellation can only be made in writing. The other party is obliged to compensate Bio Creations Brouns SL for all damage suffered as a result of the cancellation within one week after cancellation. This damage is determined at 20% of the purchase price - including VAT - of the case.
2. If the other party has not paid this compensation after one week, Bio Creations Brouns SL has the right to notify the other party in writing that it requires compliance with the agreement concluded. In that case, the other party can no longer invoke the cancellation.
3. The obligation to pay the compensation is a debt within the meaning of article 11 of these general terms and conditions for which a moment of payment has been expressly agreed.
4. The right to cancel lapses if the purchased item has been delivered to the other party.

Article 16 prescription and lapse

without prejudice to the provisions of article 13, a legal claim for compensation under these general terms and conditions will lapse one year after the start of the day following the day on which the damage became known or should have become known.

Article 17 amendment of the conditions

1. Bio Creations Brouns SL reserves the right to change or supplement these conditions. Changes also apply to agreements already concluded, with due observance of a period of 30 days after written notification of the change.
2. If the other party does not accept a change in these terms and conditions, it can dissolve the agreement until the date on which the new terms and conditions come into effect by this date or on the receipt date of the cancellation if this is after the effective date of the change

article 18 dispute settlement and applicable law

1. The agreements to be concluded by Bio Creations Brouns SL under these conditions are exclusively governed by Dutch law.
2. All disputes arising from an agreement concluded with Bio Creations Brouns SL, or these terms and conditions, will be subject to the judgment of the competent court of the place of establishment of Bio Creations Brouns SL, insofar as not otherwise mandatory by law.