



Sukan Food

General Terms and Conditions

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General Terms and Conditions Sukan Food

In this document you will find the General Terms and Conditions of Sukan Food. Sukan Food initially refuses all General Terms and Conditions of other Parties, unless stipulated otherwise in the Agreement or in these General Terms and Conditions. You can derive no rights other than those stated in these General Terms and Conditions.

1. Company information

The contractor is located at **ABC Westland 307 in Poeldijk**, postal code **2685 DD**. The contractor is registered with the **Chamber of Commerce** under the **number 65756622**.

Do you have questions about our terms and conditions? Then you can always reach us via the information below:

info@sukanfood.com | 31 (0) 85 74 30 120
ABC Westland 307 | 2685 DD | Poeldijk
KvK Nr. 65756622 | Btw Nr. NL856246888B01

2. Definitions

- **Day:** calendar day;
- **Digital content:** data that is produced and delivered in digital form;
- **Sukan Food:** Sukan Food, as shown in **Article 1** of these General Terms and conditions, is also regarded as being "Supplier" in the sense of the delivery of goods and clause of Services;
- **Customer:** any (legal)person who uses the Services of Sukan Food;
- **Agreement:** any Agreement that, regardless of how, between Sukan Food and the Customer is established. Every Agreement must be confirmed in writing;
- **Order:** a request to deliver services or goods;
- **Products:** something made or created. In this case fruit and vegetables.
- **Party (parties):** (legal)person who is subject to these General Terms and Conditions or any other form of Agreements between Sukan Food and Customer;
- **Service(s):** Services as determined by the Agreement, including Services related to the transport, purchase, (resale), import and export of meat products;
- **Written communication:** all communication that does not take place verbally, digital communication also falls under this formulation.

3. Applicability

1. The General Terms and Conditions of Sukan Food are applicable to every Agreement between Sukan Food and Customer, as well as any offer from Sukan Food to provide a Service on which Sukan Food has declared these General Terms and Conditions applicable. General Terms and Conditions of any other Party are in principle rejected. Only when explicitly agreed in writing by the Parties, do the General Terms and Conditions of Sukan Food not apply.
2. If there is any deviation from one or more clauses of these General Terms and Conditions, the other clauses will continue to apply.
3. Amendments to these General Terms and Conditions agreed in writing only apply to the cases specified in that specific Agreement.
4. The General Terms and Conditions do not need to be repeatedly explicitly agreed upon after the first time but are deemed to have been tacitly accepted. This applies to all further Agreements between Sukan Food and Customer.

4. Offer

1. All offers from Sukan Food are without obligation, unless explicitly stated otherwise.
2. Sukan Food makes an offer on the website.
3. The offer is made by means of a quotation sent by Sukan Food to the Customer or by means of an Order placed by the Customer.
4. Quotations made on the website are exclusive of VAT, this is always indicated.
5. The offer made by Sukan Food has been drawn up on the basis of information provided by the Customer.

5. Agreement

1. The Agreement is concluded by offer and acceptance, in accordance with *Article 6:217 BW*.
2. It is hereby determined that Sukan Food is explicitly not a producer of fruit and vegetables.
3. Agreements are preferably concluded in writing, which also includes the distance purchase agreement. However, in view of the short term that is required in some cases for deliveries, the Customer and Sukan Food can nevertheless also reach an Agreement by telephone or verbally.
4. A confirmation of the Order is always sent to the Customer by e-mail.
5. Quotations are drawn up on the basis of the information provided by the Customer.
6. Changes to the Agreement can only be made with the express and written permission of Sukan Food

6. Performance of Services

1. Sukan Food guarantees that the delivered Products comply with the Agreement. The assessment of whether the Products delivered by Sukan Food comply with the Agreement is up to Sukan Food.
2. Sukan Food guarantees that the performance of the Agreement is always performed with the greatest care.
3. The Customer is aware that movable items that are perishable by nature, such as the Products to be delivered by Sukan Food, are excluded from the legal right of withdrawal.

7. Delivery

1. Delivery of what has been agreed will take place after the Agreement has been agreed between the parties.
2. Delivery takes place on the date or within the period, as decided per Agreement. Sukan Food strives to deliver within 24 to 48 hours, depending on when the Order is placed and on the location.
3. Customers within the Netherlands are initially expected to collect the order themselves from the specified point, unless otherwise agreed.
4. Customer has the right to arrange transport for the Products himself. The Products must then be picked up from the specified point.
5. If Sukan Food is unable to deliver within the specified period, Sukan Food will inform the Customer of this as soon as possible.
6. If a delivery ultimately takes place within a term outside the term as decided by the Agreement, Sukan Food will not be immediately in default. Default only occurs in the event that the delivery after the first decided delivery period, the second delivery period, is not met within the written further and reasonable period of delivery.
7. Sukan Food has the option to have deliveries made in parts, unless this is explicitly excluded per Agreement.
8. Delivery will take place at the location as determined by the Customer.
9. Sukan Food is not liable for costs incurred due to incorrect delivery which occurs due to incorrect delivery information provided by the Customer.

8. Delayed delivery

1. A delayed delivery, if within reasonable limits, does not give any right to compensation or dissolution of the Agreement on the part of the Customer.
2. Agreed delivery dates are target dates, unless explicitly agreed otherwise.
3. If Sukan Food proves to be unable to deliver within the set term, Sukan Food will inform the Customer of this as soon as possible.
4. The Customer enables Sukan Food to still comply with the Agreement within a reasonable period of time.

9. Prices

1. The price for the Products to be delivered is the price as stated on the website of Sukan Food or on the offer of Sukan Food,
2. Quotations made on the website are exclusive of VAT
3. Sukan Food reserves the right to change prices displayed on the website.
4. Transport costs are not included in the price. The amount of the price for the execution of the Service or delivery is determined per quotation and/or Agreement.
5. VAT and any other government levies will be charged separately in accordance with the rate that applies to the relevant delivery or Service.

10. Payment terms

1. Unless otherwise agreed in writing, Sukan Food applies a payment term of 7 Days after the invoice date within which payment must be received from the Customer on the specified bank account number.
2. If the payment is not made within the set period of 7 Days after the invoice date, a payment reminder will be sent.
3. Zolang Afnemer in gebreke blijft aan zijn/haar verplichtingen te voldoen, zullen alle kosten welke verband houden met de inning van de desbetreffende vordering in rekening worden gebracht bij Afnemer. Onder de kosten worden uitdrukkelijk mede verstaan de kosten ter incasso door een incassobureau en gerechtelijke kosten. As long as the Customer fails to fulfill his/her obligations all costs related to the collection of the relevant claim will be charged to the Customer. Costs explicitly include costs for collection by a collection agency and judicial costs.
4. Failure to comply with the compensation/ price/ amount as indicated on the Agreement and/or the invoice will result in Sukan Food suspending future performing Services.

11. Cancellation

1. Cancellation of the purchased Products by the Customer is possible to a limited extent.
 - Cancellations can be made within 48 hours after placing the Order, provided the Order has not yet left the warehouse. When the Products have left the warehouse, the Order cannot be canceled.
2. Refund of amounts paid will only take place if canceled in time.
3. Sukan Food has the right to cancel the Service at any time, notifying the Customer of the reasons for doing so. Cancellation by Sukan Food is possible in cases, such as force majeure. For example, because the Customer wants Products of which the quantity is scarce. Another reason for cancellation is the Customer's payment arrears. Sukan Food does not accept any new Orders from the Customer in the event of payment arrears until the Customer has paid the outstanding invoice.

12. Quantity and quality

1. The quantity delivered is deemed to comply with what has been agreed or prescribed in terms of number and weight and quality requirements, unless proof to the contrary is provided by the Buyer.
2. If no quality requirements have been agreed between the parties, the Products will be delivered in accordance with the quality standards customary for such Products in Dutch society.

13. Quality assurance

1. The delivered goods are considered to be proper if they meet the statutory provisions quality requirements that apply at the time of the conclusion of the agreement, and if they further comply with the expressly agreed specifications and are suitable for the use that the Customer has before or explicitly mentioned when concluding the Agreement.
2. The Customer is obliged to thoroughly and expertly inspect the goods delivered to determine if the Product is proper, within a period of 48 hours after delivery. Deficiencies discovered, if the Order has been delivered within the Netherlands, must be reported within twenty-four (24) hours. In the event that it concerns an Order abroad, it must be reported within forty-eight (48) hours.
3. When Customer wishes to report a shortcoming, the Customer is obliged to send an email with photos of the shortcoming.

14. Obligations of the Customer

Upon delivery by Sukan Food, the Customer must check the delivered Products. In doing so, the Customer must check whether the delivered goods comply with the Agreement, namely:

1. Whether the correct Products have been delivered;
2. Whether the Products delivered meet the quality requirements that have been agreed;
3. Whether the delivered Products correspond with what has been agreed in terms of quantity.

15. Transfer of risk

1. Damage, full or partial loss of the goods to be delivered is and remains at the risk of the Buyer from the moment of arrival of those goods at the place of delivery as per the agreement.
2. If Sukan Food delivers goods to the Customer, but the Customer refuses to accept the goods for reasons not attributable to Sukan Food, then the risk of damage, total or partial loss of those goods from the moment of the offer will be at the risk of the Buyer.

16. Liability

1. Any liability, both contractual and extra-contractual, (except liability as a result of intent or gross negligence) of Sukan Food and - if this should occur its directors and employees, is limited to the amount as indicated on the invoice. If Sukan Food should be liable, then this liability is limited to what is regulated in this clause.
2. In the case that Sukan Food is liable, this liability is limited to that stated in the professional and/or business liability insurance of Sukan Food
3. Sukan Food is not liable for damage, of whatever nature, caused by Sukan Food due to incorrect and/or incomplete information provided by or on behalf of the Customer.
4. Sukan Food is not liable for damage, of whatever nature, which is for the account of the original producer of that which is delivered, if the damage that has arisen cannot be attributed to a faulty delivery by Sukan Food
5. Sukan Food is only liable for direct damage.
6. Under the meaning direct damage is exclusively understood the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to prevent the defective

performance of Sukan Food comply with the Agreement, insofar as that the direct damage is attributable to Sukan Food and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.

7. Sukan Food is never liable for indirect damage.
8. Sukan Food is not liable for (consequential) damage which has arisen or caused by the improper use or the unsuitability of the goods for the purpose for which the Customer has purchased it.
9. Employees of Sukan Food or third parties, involved with Sukan Food, cannot make binding agreements with the customer. Promises (verbal or in writing) bind Sukan Food only after and insofar as they have been approved by an authorized representative of Sukan Food.
10. The customer indemnifies Sukan Food of all liability of third parties, regardless of the bases.
11. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Sukan Food

17. Force majeure

1. In case of damage as a result of circumstances that affect Sukan Food that were not foreseeable at the time of entering into the Agreement, Sukan Food will not be held liable. Such circumstances include: war or a similar situation, riots, sabotage, fire, lightning strike, explosion, outflow of dangerous substances or gases, failure in the energy supply, serious operational failure, illness of personnel on an unusual scale, strike, business occupation, blockade, boycott, shortage of raw materials, transport barriers, government measures including import, export, transit, production or delivery bans, non-performance or late performance of a by Sukan Food hired third party, the occurrence of epidemic animal diseases.
2. Sukan Food has the right to suspend or dissolve the fulfillment of the Agreement in case of force majeure. This does not create a right to a refund.
3. If the Agreement is partially concluded by Sukan Food but cannot be performed (properly) due to a circumstance that Sukan Food cannot be attributed for, the Agreement can then only be dissolved for that part.
4. If Sukan Food has concluded an Agreement with more than one Customer regarding the same or similar goods and Sukan Food is not able to fully comply with all agreements due to a circumstance not attributable to him, then Sukan Food will be entitled to determine at its own discretion which Agreement it will fulfill to what extent.
5. If Sukan Food fulfils a temporarily suspended part of the Agreement afterwards, the Customer owes the entire agreed consideration without any form of discount.

18. Statutory interest/extrajudicial costs

1. In the event of late payment of the amount due, Sukan Food has the authority to charge the statutory interest ex. 6: 119 of the Dutch Civil Code, counting from the Day of commencement of the default.
2. The extrajudicial costs incurred by a party to enforce payment of a debt may be charged to the defaulting party.

19. Complaint Policy

1. The Customer must report any form of complaints or comments as soon as possible, after discovery of a faulty Service. In this context, the term starts from the moment that the Customer discovers or should reasonably have discovered the defect.
2. The Customer must make the complaint or comment known by telephone or via WhatsApp.
3. Sukan Food will contact you within 24 hours after notification of the complaint to discuss the complaint and the possible further steps to solve the complaint.

4. The Customer must always give Sukan Food the opportunity to rectify the defect. A reasonable term is set between the Parties for each defect. If a report consists of several defects, an appropriate period for repair will be determined for each individual defect.
5. Assessment of the form of work carried out to repair the defect is always on the part of Sukan Food

20. Privacy and Customer data

Sukan Food conforms at all times to the General Data Protection Regulation and/or related laws and regulations.

21. Conversion

If and insofar as any clauses of the Agreement and General Terms and Conditions cannot be invoked on the grounds of reasonableness and fairness or the unreasonably onerous nature, the relevant clause will have a corresponding meaning with regard to the content and scope, so that an appeal can be made on the basis of the meaning and scope of the relevant clause.

22. Aftereffect

If it is expressly or tacitly intended that clauses in these General Terms and Conditions remain in force, they will remain in force after termination of the Agreement between the Parties.

23. Conflicting Clausees

If the General Terms and Conditions and the Agreement contain conflicting clauses, the clauses as included in the Agreement concluded between the Parties shall apply. This only applies if it contains an explicit Order Confirmation. In any other case, the clauses as included in these General Terms and Conditions apply.

24. Non-compliance with Terms and Conditions

If the Customer does not comply with the clauses of these General Terms and Conditions, Sukan Food the right to refuse to perform further Services for the Customer.

25. Governing Law

Dutch law applies to all Agreements between the Customer and Sukan Food, as well as these General Terms and Conditions.

26. Choice of forum

The District Court The Hague located in The Hague (civil affairs chamber) has jurisdiction to hear disputes between Sukan Food and Customer. Nevertheless, Sukan Food keeps the right to submit the dispute to the Dutch or foreign court according to law.

Do you have any questions regarding our Terms and Conditions? Please feel free to contact us via the e-mail address below.

info@sukanfood.com | 31 (0) 85 74 30 120

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