

General terms and conditions Handelonderneming VDK-Agri B.V.

Article 1 Definitions

1. Handelonderneming VDK-Agri B.V. (hereafter: VDK Products) is a private company with the objective of supplying polyester products to the livestock sector.
2. In these general terms and conditions, 'Client' means: the legal entity or the cooperation of legal entities, or intermediaries or representatives acting on their behalf, which make use of the Services of VDK Products and have commissioned VDK Products to supply the Services as intended in paragraph 4.
3. In these general terms and conditions; the 'Agreement' means: the legal relationship between VDK Products and Client, in the broadest sense.
4. In these general terms and conditions, 'Services' means: all products and services supplied by VDK Products and/or third parties engaged by VDK Products, including offering products for farms, breeding farms, etcetera, as well as all other work pertaining to jobs performed by VDK Products on behalf of the Client, regardless their nature, including any work performed but not explicitly requested by the Client.
5. In these general terms and conditions, 'Website' means: one of the following websites: www.vdkproducts.com , www.calfotel.com , www.flexxstore.com.
The general terms and conditions are equally applicable to all these Websites.

Article 2 – Applicability of the General terms and conditions

1. The general terms and conditions are applicable to all agreements made between Client and VDK Products under which VDK Products supplies Services or products.
2. Deviations from the general terms and conditions are only valid insofar as they were explicitly and in writing agreed by VDK Products.
3. The applicability of purchase or other conditions applied by the Client is rejected expressly, unless explicitly and in writing otherwise agreed.
4. The general terms and conditions are also applicable to additional or amended orders of the Client.

Article 3 The Contract

1. All special offers on the Website are without any obligation, unless expressly indicated otherwise.
2. With respect to the Services the Client can contact VDK Products via the Website, email, or telephone. VDK Products will consult with Client regarding their expectations and will then make an offer which will be sent by letter or email. The Contract shall not be effected until the offer is signed or by means of an order confirmation.
3. Client can also place orders on the Website. The Contract will then be effected by placement of an order.
4. When VDK Products sends a confirmation to the Client, it shall be decisive for the content and explanation of the Contract, subject to manifest errors. VDK Products shall not be bound by its offer if the Client may reasonably suspect that the offer, or a part thereof, contains an apparent mistake or error.
5. If the Client makes notes, or reacts to the offer by VDK Products, these do not form part of the Contract, unless confirmed by VDK Products in writing.
6. An order by the Client which has not been preceded by a written offer, shall require written confirmation by VDK Products.

Article 4 Execution of the Contract

1. VDK Products will do their utmost to perform the Services to the best of their knowledge and capacity, according to the requirements of good workmanship, and according to the written agreements to the extent possible.
2. VDK Products has the right to have certain work performed by third parties, including transport and order preparation.

3. When engaging third parties, VDK Products will provide due care, and will, when selecting third parties, consult with Client as is reasonably considered possible and common practice. The costs of engaging these third parties are for the account of the Client and will be charged to the Client by VDK Products.
4. The Client shall ensure that all information, which VDK Products indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the Contract, shall be provided to VDK Products in a timely manner. If the information required for the execution of the Contract has not been provided to VDK Products in a timely fashion, VDK Products has the right to suspend the execution of the Contract and/or to charge the Client for the additional costs resulting from the delay, according to common rates.
5. The Client shall ensure that VDK Products can perform its Services in a timely and proper manner. If the Client does not meet its obligations in this, he will be obliged to compensate the resulting damages.
6. If a term has been given or agreed for the execution of the Services, it is never a strict deadline. If a term is exceeded, the Client shall give VDK Products notice of default in writing. VDK Products must be given a reasonable term to still execute the Contract.

Article 5 Amendment of the Contract

1. If it becomes clear during execution of the Contract that proper execution of the Contract requires its amendment or supplementing, VDK Products and Clients will timely and in consultation amend the Contract.
2. If the Contract is amended, including any supplements, this shall be regarded as an additional order. For this additional order, a separate agreement will be made regarding the remuneration prior to execution. Without any additional offer, the original terms and conditions shall apply, under which the extra Services are executed at the agreed rate.
3. Not, or not immediately executing the amended Contract is not a breach of contract by VDK Products and is no ground for the Client to terminate or dissolve the Contract.
4. Amendments to the original Contract between VDK Products and Client are only valid from the moment these amendments have been accepted by both parties under a supplementary or amended Contract. This amendment will be done in writing.

Article 6 Suspension, dissolving, and interim termination of the Contract

1. VDK Products is entitled to suspend fulfilment of the obligations or to dissolve the Contract, if the Client does not meet its obligations, does not fully meet its obligations, or does not meet its obligations in a timely fashion, or if VDK Products has good grounds to fear that the Client will not be able to meet these obligations.
2. VDK Products is also entitled to dissolve the Contract if circumstances arise which are such that fulfilment of the Contract is impossible or that unaltered maintenance of the Contract cannot reasonably be required.
3. If the Client does not meet the obligations flowing from the Contract, and this non-performance justifies termination, VDK Products is entitled to dissolve the Contract with immediate effect without any obligation to pay any compensation or indemnification, whereas the Client, as a result of non-performance, is obligated to compensation or indemnification.

Article 7 Annulment

Annulment of the Contract after signing the offer is not possible.

Article 8 Costs, remuneration, and payment.

1. All amounts mentioned in the offer are in euros and excluding VAT, unless otherwise indicated.
2. Shipping and transport costs are charged to the Client, unless VDK Products and Client have agreed otherwise.

3. VDK Products has the right to amend apparent errors in the offer.
4. Interim changes in price are charged to the Client.
5. Payment will be done by invoicing.
6. The payment term of the invoice depends on the kind of order the Client places. This term may include an advance payment, a term of 8 days, or a term of 30 days. This term is stated on the order confirmation and on the invoice.
7. If the Client places an order via the web shop, VDK Products may choose to offer online payment methods, such as iDeal and Credit card. Client can meet its payment obligations through these payment methods.
8. Payment in instalments is not possible.
9. The Client is obligated to report errors in the stated or supplied payment details without delay to VDK Products.
10. If the Client is in default with regard to timely payment of an invoice, the Client is in default by operation of the law, without requiring further proof of default. In that case, the Client is also obliged to pay the legal interest. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment that the full amount is paid.
11. If VDK Products decides to collect a claim due to non-payment of one or more invoices by legal action, the Client has to also reimburse all reasonable legal and extrajudicial expenses, besides the principle amount payable and the interest mentioned in article 8.10. The reimbursement of legal and extrajudicial costs is determined conforming the then valid Decision that applies to the reimbursement of extrajudicial collection costs.

Article 9 Delivery

1. If the ordered products are in stock, delivery will take place within 7-14 days. If the ordered products are not in stock, VDK Products will use a different delivery term.
2. If delivery of products in stock does not take place within the above stated term, the Client will report to VDK Products. VDK Products will ensure delivery takes place as soon as possible, unless this is reasonably not possible.
3. Overdue delivery of VDK Products is not a valid reason for dissolving the Contract.
4. All transport costs shall be at the expense of the Client.

Article 10 Warranty

1. VDK Products makes use of the following warranty system:
 - If the product supplied is less than 1 year old, VDK Products gives complete warranty on the Products or Services supplied.
 - If the product supplied is between 1 and 2 years old, VDK Products gives 75% warranty on the Products or Services supplied.
 - If the product supplied is between 2 and 3 years old, VDK Products gives 50% warranty on the Products or Services supplied.
 - If the product supplied is between 3 and 4 years old, VDK Products gives 25% warranty on the Products or Services supplied.
2. Warranty does not apply to products of 4 years and older.
3. The warranty does not apply if the defects are completely or partially the result of incorrect, incompetent, improper use, use for other purposes as intended, or external causes, such as, but not limited to, fire or water damage.
4. Warranty also does not apply if the Products have been amended or maintained by third parties.
5. The warranty conditions in the general terms and conditions are without prejudice to the warranty claims of the Client pursuant to the law.
6. The warranty does not cover:
 - Defects resulting from incidents outside the liability and/or responsibility of VDK Products.
 - Defects resulting from incorrect use of the products, including peeling of the coating as a result of incorrect cleaning.

7. If the Client makes a claim under this warranty, they are responsible for the return shipment of the defect product to VDK Products. These costs shall be at the expense of the Client.
8. If VDK notices a defect covered by the warranty, VDK Products will provide repair or a repair procedure of the defect product, and will, if applicable, provide a replacement product. VDK Products is responsible for shipping the new/repaired product to the Client.

Article 11 Retention of title

1. All products supplied by VDK Products remain the property of VDK Products , as long as these products have not been paid or not fully been paid.
2. Insofar as the retention of title of VDK Products is lost due to specification or other reasons, VDK Products reserves the right to reserve a non-possessory pledge as a security for all that the Client owes, or will owe to VDK Products. Client has to establish this non-possessory pledge at the first request by VDK Products.

Article 12 Returning

1. Products can be returned without charge within thirty (30) days of receipt, without stating any reason. The entire amount paid by the Client, including shipping costs, will be repaid within fourteen (14) days after the receipt of the Product.
2. After this term, returning free of charge is possible if the Client can prove that the damage occurred when the product was delivered and was not caused by the Client.
3. Client will be responsible to carefully handle the received product during these thirty (30) days.
4. VDK Products maintains the right to not, or not completely reimburse opened products which are returned.
5. Client can return the Product through a carrier of his choice. The costs of returning shall be at the expense of the Client.
6. If the Client wants to return the order, the Client has to download and fill out the return form from the Website. The Client has to include this form with the return shipment.

Article 13 Liability

1. The Client is responsible for supplying correct and representative details and information required for execution of the Contract. VDK Products cannot be held liable for damages, such as erroneous orders, if the Client has supplied incorrect, unrepresentative, or irrelevant details.
2. The delivery term as stated in article 9, paragraph 1 of these general terms and conditions can only be indicated approximately. Although all efforts will be made to meet the delivery term, VDK Products can never be held liable for the consequences of exceeding the term mentioned. Exceeding the term does not give the client the right to cancel the Products, or to refuse receipt or payment of the Products, nor will VDK Products be obliged to pay any reimbursement to the Client.
3. VDK Products cannot be held liable for mistakes or negligence by the third parties it has engaged. By making use of the Services of VDK Products, in the event of a third party engaged by VDK Products wants to limit its liability, the Client authorises VDK Products to accept that liability limitation also on behalf of the Client.
4. VDK Products cannot be held liable for any damage to products occurred during transport, according to article 9, paragraph 4 of these General terms and conditions.
5. VDK Products cannot be held liable for indirect damage, including, but not limited to consequential damages.
6. VDK Products cannot be held liable for any errors on the Website.
7. VDK Products cannot be held liable for not or not timely meeting the obligations under the contract, if this is caused by force majeure as intended in article 14 of these general terms and conditions.
8. The Client will indemnify VDK Products against any claims by third parties of whatever nature with regard to the Services.

9. If VDK Products is held liable, it will only be held liable for direct damages actually incurred, paid, or suffered by the Client, due to demonstrable failure to meet its obligations by VDK Products with regard to its Services.
10. The liability of VDK Products is limited to the amount covered and paid by the insurer. If the insurer does not pay out, or VDK Products was not covered by insurance, the liability is limited to the amount paid by the Client.
11. The limitation of liability as described in this article does not apply in the event of intentional damage or deliberate recklessness on the part of VDK Products.
12. This stipulation does not exclude liability insofar liability cannot be limited due to legal regulations.

Article 14 Force majeure

1. Force majeure means: all external causes, beyond the control or actions of VDK Products, which makes timely, complete, or correct fulfilment of the Contract no longer possible.
2. Force majeure, as intended in the previous paragraph, also includes, but is not limited to: negligence of a third party, illness of VDK Products or third party personnel, severe disruptions of VDK Systems, fire, flooding, natural disasters, riots, war, or other domestic disturbances.
3. In case of force majeure, compliance to the Contract will be suspended as long as the force majeure is in effect.
4. If the force majeure lasts longer than one month, both parties have the right to end the Contract without intervention of the court. In such a case, VDK Products will repay any amounts paid, less all costs VDK Products has incurred with regard to the Contract.

Article 15 Confidentiality of information

1. Each party guarantees that all information received from the other party, of which the confidentiality is known or should be known, remains secret. The party receiving confidential information, will only use it for the intended purpose. Information is in any case deemed confidential if it is classified as such by one of the parties. VDK Products cannot be held to this if supplying information to third parties is necessary due to a judicial verdict, legal regulations, or to properly execute the contract.

Article 16 Advertising

1. Client is obliged to inspect, or have inspected, the Product at the time of delivery, or at least at the shortest possible term after receipt. In doing so, the Client must examine whether the quality and quantity of the goods delivered are in accordance with what has been determined.
2. Errors or mistakes which can be established during a first inspection, respecting the requirements of reasonableness and fairness, have to be reported in writing to VDK Products within fourteen (14) days after receipt of the Services, accompanied by the proof of purchase, unless this is impossible, or unreasonably onerous.
3. Other complaints, including complaints which could not have been detected during first inspection, have to be reported no later than one (1) month in writing to VDK Products according to the provisions in paragraph 2.

Article 17 Intellectual property

1. VDK Products reserves the rights and authority to which it is entitled on grounds of the Copyright Law, the trademark rights, brand rights, and patents.
2. Client guarantees that no third-party rights preclude the provision of information to VDK Products. Client will indemnify VDK Products against any action based on the allegation that such provision, usage, processing, installing, or incorporating infringes on any third-party rights.

Article 18 Complaints regulations

1. Any complaint of the Client has to be sent in writing to info@vdkproducts.com or to be reported by telephone via 013-5133617.

Article 19 Identity of VDK Products

1. VDK Products has been registered with the Chamber of Commerce under number 18035623 with VAT-identification number NL 8005.97.059.B01. VDK Products is established at De Sonman 21, 5066 GJ, Moergestel.
2. VDK Products can be reached via email on info@vdkproducts.com or via the Website www.vdkproducts.com and by telephone on 013-5133617.

Article 20: Applicable law and competent court

1. The legal relation between VDK Products and the Client are governed by Dutch law.
2. All disputes arising between VDK Products and Client shall be resolved by the competent court of the judicial district Zeeland-West-Brabant, location Breda.