

General terms and conditions

1. Mùjgan is part of Dam food bvba.

2. Our offers and quotations are non-binding, unless they are an option and The terms of validity of the contract are expressly determined by us. To us to every case, even if it was handled by our agents, confirmed by us in writing, that is done by means of payment. Commitments of any kind entered into by an appointee van Dam food bvba are only valid after they have been confirmed by a documented (submission of B.S. publication).

3. By the mere fact of order, the contracting party expressly accepts the present general terms and conditions which govern the contract and of which only can be deviated from by explicitly written agreement. From then on waived the application of his own (general) contract conditions. Acceptance of the offer implies that the other party renounces the application of the provisions of its general or specific terms and conditions, even if they state that they are only valid.

4. The work is carried out according to availability and according to our Preparation, loading and transport options and those of our suppliers.

5. Notwithstanding any indication of particular market conditions in this respect, the following shall apply expressly agreed that the time limits should always be used as a guideline only and that, in the event of delay, they shall not entitle the Contractor to any of the following damages, fines or destruction. From the above, it is only possible to The agreement is subject to the prior written agreement of the client, which has been explicitly deviated from. Subject to express written agreement, we reserve the right for the works in one or more times, as we prefer.

6. The goods, whether or not they have already been delivered, remain the property of Dam food. bvba until full payment of the purchase price has taken place. In the absence of We reserve the right to collect the goods back. For the transfer of ownership as referred to in the previous paragraph is not the client The Client shall be entitled to deposit, modify, dispose of or transfer the goods to a third party for a period of three months. to encumber third parties with personal or business rights, or to otherwise dispose of it. Unless otherwise agreed, we retain the ownership of all goods sold by us until they have been fully paid, including interest and costs. The goods may be used by the customer for the purposes of the are resold or consumed in the ordinary course of business, but may not be pledged. If the price or the agreed

payments have not been settled by the due date, we have the right to cancel the sale. simply by announcing our decision in this regard and by contacting the to claim from the customer any goods still present in exchange for the issue of a credit note for the residual value of the goods.

7. The risk related to the goods remaining at the time of sale.

We will sell the goods sold by us, in so far as no further information is available on this subject.

special procedure referred to in the first subparagraph, replaced by goods as far as possible

of the same kind, in the same quantities and/or in the same formats, if the buyer has informed us in writing.

(cfr. Article 11) and, in the case of that

examination has shown that, within the applicable warranty period, the goods have not been

have complied with the requirements that may reasonably be imposed. Subject to the obligation to replace or repair as described above, we are obliged to

...will not be held liable for any compensation whatsoever. We do not accept any liability or the application of compensation for late delivery

or late performance of services. Entering our buildings and grounds

is done at your own risk. Consequently, we cannot be held liable either

for any injury or damage resulting from accidents occurring on our premises or in our facilities.

buildings. Even if those consequences only become apparent later. Dam food

bvba can also not be held liable if the goods sold are not

meet the customer's actual objective.

8. All payments must be made at the registered office of Dam food bvba, net without discount, in cash by agreement, unless explicitly stated otherwise in the order confirmation.

The acceptance of payment terms and/or bills of exchange does not constitute novation. and shall be without prejudice to the recoverability of the debt and to the interest and fees mentioned below.

In case of non-payment on the due date, there is a conventional late payment interest. payable at a rate of 12% per annum on the outstanding balance, with a minimum interest rate

as follows from the provisions of Article 5 of the WBBH.

If payment is not made on the due date, the outstanding balance shall be automatically and without the need for prior warning, be increased by 15 % on the basis of the following

amounts lower than € 2,500.00 and with 10% on amounts higher than € 2,500.00 ten title of lump-sum compensation, with a minimum of € 250.00 and in the event of an accident.

the costs incurred for the collection of the

claim, including lawyers' fees in accordance with

the provisions of Article 6 of the WBBH.

If payment is not made on the due date, the standard amount is €12.50.

administration costs charged for the follow-up and additional work with

to cover the outstanding amount.

In the event of cancellation of the commission, the client shall be obliged to pay a fee for the services rendered.

flat-rate compensation of 30 % of the contract price, to be increased by the value of what has already been done at the time of the cancellation and/or to the suppliers of Dam food bvba.

9. Any delay in payment or fulfilment of one of the essential obligations of the Contractor makes the due balance of all the other, even if not expired Invoices are immediately due and payable.

10. We have the right, in the course of the execution of a construction site or of a purchase,

Suspend the deliveries or cancel the contract at our discretion, before the in whole or in part, in the event that the payment terms and/or other essential the Contractor's obligations are not complied with.

This suspension or cancellation shall apply without prejudice to the other consequences of

failure to comply with the payment terms and/or other essential requirements obligations of the contractor.

11. No complaint, under any title whatsoever, grants the Contractor the right to terminate the contract.

(b) the power to require payment of all or part of the invoiced amount to be made in respect of

to suspend or postpone it. In addition, these complaints should be addressed to and arrive at Dam food bvba within 7 days and this by registered mail.

writing after completion of the work or dispatch of the invoice, otherwise his this one late. If defects or comments are formulated, they must be

on pain of forfeiture, shall be reported within one week after the execution of the work.

In addition, within that week, the necessary steps must be taken to ensure that this to be determined in dispute within the shortest possible time, cost and time.

this is an inconvenience to the contractor. Dam food bvba is committed to this to accept and attend determinations provided that :

1. They must do so in good time (no later than 48 hours before the assessment) and by e-mail or registered mail.

writing is being notified.

2. A recognised court expert is called in.

12. The contracting party is obliged to follow this amicable settlement of disputes and to The Commission shall take all necessary steps to ensure that the person concerned is able to apply in an admissible manner to a court of law.

13. Any cancellation, even partial, on the part of the contracting party requires us written

agreement on the cancellation itself and its terms and conditions. Otherwise, Article 5 applied.

14. The dissolution of this contract by the contracting party for any
The client is required to provide the reason for the cancellation by operation of law and without notice of default:

1. the immediate return, at the contracting party's expense, of the goods delivered and goods not yet consumed, while the contracting party gives us the opportunity to insure and authorises us to have the goods collected immediately and for this purpose allows entry into any place where the goods are located;

2. the obligation of the contracting party to reimburse us for any foreseeable or unforeseeable damage suffered by us due to or as a result of the ...dissolution.

3. The dissolution of the contract may be pursued by us in the event of non-performance of the contract.

compliance by the Contractor with his essential obligations, in the case of bankruptcy, filing of applications for concordat, suspension of payments, seizure of our goods.

15. Coincidence or force majeure gives us the right to partially or fully implement the to suspend all or part of the contract, without any kind of compensation. For the purposes of this Article, the following definitions shall apply is assimilated to force majeure, in particular: war, mobilisation, state of siege, riots, civil disturbances, blockades, quotas, partial or total banana imports, etc. general strikes - of social, political or other origin-legal or wild, lockout, epidemic, state of quarantine, adverse weather conditions -whether or not are considered to be national disaster, fire, explosion, flood, destruction of machines, in Belgium or abroad, in the factories of our suppliers, or in all the other of the latter, with a serious impact on production, the stock, handling or transport of the merchandise or of raw materials necessary for their manufacture.

16. The nullity of one of the clauses of the general terms and conditions shall not affect the validity of any such clause.

the nullity of the agreement. In this case, the parties shall ensure that replace the invalid clause with a valid clause, which is valid within the legal restrictions, has the same effect as that which was annulled

17. This contract is governed by Belgian law. All disputes concerning the interpretation, validity or performance of the present contract of sale are expressly within the jurisdiction of the courts of the judicial system. Arrondissement of Brussels. Switches do not bring about innovation or detriment. this formal clause on the conferral of powers, even though the contractor lives elsewhere. The seller reserves the right to change the item in in the judicial district of the place of domicile or of the place of residence of the person concerned.
the contractor's registered office.

18. Dam food bvba reserves the right to terminate the cooperation at any time. The Committee is pleased to note that the Commission is not in a position to take action on the basis of well-founded deontological, ethical or moral grounds which are not covered by this Directive.

can be reconciled with its internal corporate values and code of ethics. If necessary, a settlement will take place on the basis of the days worked at the agreed rate.

19. The Customer undertakes not to directly or indirectly employ employees or ex-employees (Former employees are defined as former employees who have worked for Dam food bvba for less than 12 months) from Dam food bvba. These provision applies both during the term of the agreement and for one year after the date of the agreement. end it. In the event of a breach of this clause, compensation will be paid to be due at least 24 months' gross salary from the employee or the former employee, as last paid by Dam food bvba.

20. Dam food bvba cannot be held liable for any damage that the Customer may suffer as a result of is led by an error on the part of its employees, if this error occurs within the The Commission shall be empowered to adopt delegated acts in the framework of the implementation of this Agreement.

21. Dam food bvba reserves the right to amend its general terms and conditions at any time. moment and will inform the Customer of this in a timely manner by means of a on its website <https://mujgan.be>. It is the responsibility of the Customer to be adequately informed of this. The Customer can, if necessary, request a (digital) copy of the most recent general terms and conditions. By default to explicit question or refusal Dam food bvba assumes that the Client agrees with the amended general terms and conditions.

22. The lack of a written protest of an invoice within 10 working days of its dispatch, implies the irrevocable acceptance of the invoice and of the amounts, products and services indicated.

23. Dam food bvba and the Client acknowledge that the processing of personal data in within the framework of the Agreement the Belgian law of 8 December 1992 (hereinafter referred to as "the Agreement"): "Privacy Act) and, as from 25 May 2018, Regulation (EU) 2016/679 (hereinafter referred to as the 'Privacy Act'). "GDPR) which will replace the Privacy Act.

24. The Customer acknowledges to have read and agreed to the privacy policy, cookie policy and disclaimer. These are an integral part of the general conditions and are deemed to be accepted.

25. The maximum liability of Dam food bvba is limited to the maximum amount that can be paid. total amount of services purchased in the last 12 months.

26. When carrying out an audit requested by the Client, whether or not by a third party If Dam food bvba has a claim against the party concerned, it shall charge the Client reasonable costs for this purpose. These should
The Commission shall ensure that the information required for the purposes of this Directive is provided to the Member States and that it is complied with before the start of the audit.