

## Terms of delivery

### Deliveries

1. BioVitaal normally only supplies registered professionals and trade channels. BioVitaal reserves the right to request diplomas, membership of a professional association, registration with the Chamber of Commerce and the like.
2. Orders placed before 1 pm on Monday to Friday, are usually shipped the same working day and usually delivered the next working day within the Netherlands; this depends on the quality of PostNL's services.
3. Delivery times for products that are not in stock can only be stated approximately.

### Shipping costs and discounts

1. **Domestic shipping costs.** On orders with an invoice amount (excluding shipping costs and VAT) lower than 79 euros (purchase value) and a weight of up to 10 kg that must be shipped within the Netherlands, 4.95 euros shipping costs will be charged.
2. **Shipping costs abroad.** For orders to **Belgium** and **Germany**, 7.95 euros shipping costs are charged on shipments up to 10 kg. For orders to **France** and **Italy**, shipping costs are charged at EUR 15.00 on shipments up to 10 kg. For orders to **Ireland**, shipping costs are charged at EUR 19.00 on shipments up to 10 kg.
3. Shipping costs on orders to other countries inside or outside the EU or with a weight over 10 kg are determined individually.
4. On orders higher than 360 euros purchase price excluding shipping costs and VAT, a 5% extra **discount** is granted.

### Payment and collection

1. Payment must be made within 14 days of the invoice date. If this period is exceeded, default will occur and we can claim statutory interest. All costs associated with collection are at the expense of the debtor. When we have to hand over the claim, the costs will be calculated in accordance with the applicable collection rates.
2. Non-payment suspends any delivery obligation and gives us the right to cancel all current orders and to exclude this debtor for the future from delivery.
3. In all cases we can deliver cash on delivery or require security in advance, for example by payment in advance through iDEAL or by bank transfer.
4. For deliveries outside the Netherlands, we request payment in advance.

### Retention of title

1. Products delivered remain the property of BioVitaal until all amounts invoiced by us, including interest and costs, have been paid in full.
2. As long as the products are the property of BioVitaal, the buyer is not permitted to grant rights to the goods to third parties outside the framework of its normal business operations. It is therefore not permitted to (silently) pledge these items. The buyer is not allowed to export the products without prior written permission.
3. It is not allowed to relabel products.

### **Complaints and liability**

1. Complaints within 14 days.
2. Once opened packaging cannot be returned. The costs of return shipments are for the buyer.
3. For products about which a complaint has been made on time and justly, BioVitaal will arrange for free redelivery or credit it. BioVitaal is never bound to more than that.
4. Complaints do not suspend payment obligation.
5. Delayed delivery by PostNL or other (international) transport services is at the risk of the recipient.
6. Refusing to receive an order placed upon offer or not collecting an order after notification from the order service does not suspend the obligation to pay.
7. The composition of some products may differ in rare cases.

### **Applicable law**

1. All agreements are exclusively governed by Dutch law.
2. By placing an order, the buyer declares that he is aware of and agrees to these terms and conditions.