

General Conditions for the Feed Industry

1. These General Conditions apply to all agreements, whatever their designation, entered into by a manufacturer of or dealer in feed, premixes and milk replacers, member of the Netherlands Feed Industry Association in Rotterdam, hereafter referred to as 'The Member'. The Member's employees can also call upon these conditions, as can third parties brought in by the Member.
2. If, owing to circumstances beyond his will or through no fault of his own, the Member is unable to live up to an agreement or to do so adequately or on time, this is considered a case of force majeure on behalf of the Member. In such a case, the Member is not liable for the damages due to late, inadequate, or non-compliance of the agreement.
3.
 - a. If a contracting party objects to the way in which the agreement has been carried out by the Member, such party shall immediately inform the Member thereof in writing on delivery of the product or after rendering of the service or on completion.
 - b. If flaws come to light at a later point in time only, objections shall be communicated to the Member in writing within a seven day period following the event.
 - c. If no objections have been communicated in writing in a timely manner, it is assumed that the Member has performed adequately.
4. The Member reserves the right of ownership for goods delivered by him. If an invoice issued by the Member and referring to goods delivered or services rendered is not paid on time or if the Member has a claim against the other party because of failure to observe an agreement, the Member is authorised to ask back what has been delivered and claim it as his property.
5. If damage ensues connected to the implementation of any agreement with the Member, the following applies:
 - a. If damage was caused due to a product that has not been subjected to processing by the Member or due to a binding government action or due to services and/or advice that have not been charged, the Member is not liable for such damages.
 - b. If damage was caused by the Member's faulty processing or manufacturing of the product, by a faulty service or by incorrect advice, Member liability is limited to the expenses charged, however not exceeding a maximum of € 45,000 (forty-five thousand euros).
 - c. Consequential damage is any damage immediately and exclusively resulting from the use of the product according to its nature and purpose. Consequential damage is considered to be included in the damage described under b of this article.
 - d. The joint claims of various contracting parties due to damage as described under b of this article, resulting from one and the same cause, are limited to a maximum of five times € 45,000 (forty-five thousand euros), to be divided in proportion with every party's individual claim, in keeping with the stipulations under b.
6. Any legal claim for compensation on account of Member liability in the matter of flaws in goods delivered or services rendered, shall become out-of-date one year after the time of delivery.
7. Contracting parties' purchasing conditions will never be accepted by the Member, neither in full nor in part.
8. Dutch law applies to all agreements entered into with the Member. It is not possible to appeal to the Vienna Convention on International Sale of Goods. Only the judge based in the town of the Member's main office is competent to take cognizance of disputes.