General Purchasing Conditions
Meyn Food Processing Technology B.V.

1. Definitions
1.1 In these Conditions the following definitions are used:
Meyn: Meyn Food Processing Technology B.V.
Supplier: Producer and/or Seller of Goods
Purchase Order: Ordering document duly signed by authorised personnel of Meyn
Goods: Equipment, Parts and Services purchased by Meyn

2. Applicability
2.1 All orders shall be placed in accordance with these General Purchasing Conditions, unless in the applicable order explicitly is deviated from these General Purchasing Conditions.
2.2 The General Conditions of Suppliers are not applicable and are hereewith explicitly rejected by Meyn.

3. Purchase Orders
3.1 Only written orders are legally binding. Orders placed verbally must be followed by a written confirmation in order to become legally binding.
3.2 The Supplier’s contractual and/or legal obligations with regard to the delivered Goods are neither abrogated nor voided as a result of Meyn’s approval of drawings, calculations and other technical documents. This also applies to suggestions and recommendations made by Meyn.
3.3 The Supplier guarantees that all deliveries/services correspond with the specifications stated in the purchase order, the latest state of technology and the appropriate legal guidelines and regulations (including CE certificates) laid down by authorities, professional associations and specialist organisations.

4. Prices, packaging and terms of delivery
4.1 The agreed prices are final and exclude additional claims by the Supplier. The prices must be in Euro.
4.2 The Goods shall be first invoiced after receipt and acceptance by Meyn.
4.3 The payment term shall be 60 days of the date of the invoice, however a shorter payment term can be applicable in case Supplier and Meyn agree upon an Accelerant Payment Fee.
4.4 The Goods must be packed in a way that damage during transport is avoided.
4.5 Packaging, returning packaging and transport are at the expense and risk of the Supplier.
4.6 Delivery shall take place according to the trade terms as mentioned in the purchase order in accordance with the Incoterms (latest revision).
4.7 The liability for the Goods shall be transferred to Meyn according to the applicable Incoterm (latest revision).
4.8 In case of bankruptcy of the Supplier or in case the Supplier becomes otherwise insolvent, Meyn is entitled to deduct any and all outstanding amounts from invoices.

5. Delivery dates, delays, insolvency and force majeure
5.1 The agreed delivery times are binding. Relevant for compliance with the delivery date is the receipt of the Goods at the receiving or usage site determined by Meyn, or if acceptance of the performance is agreed upon, the date of successful acceptance of the performance.
5.2 In case the Supplier does not comply with the agreed date of delivery Meyn has the right to withdraw from the agreement without formal notice or legal intervention and to demand the penalty as specified in Article 5.4, as well as compensation for damages and losses.
5.3 If the Supplier’s delivery is overdue, then in addition to legal claims, Meyn has the right to withdraw from the agreement without formal notice or legal intervention and to demand the penalty as specified in Article 5.4, as well as compensation for damages and losses.
5.4 In the event of bankruptcy, suspension of payment, plant shutdown, termination of business, liquidation etc. the Supplier shall be considered to be in default which gives Meyn the right to completely or partially terminate the agreement without formal notice or legal intervention and claim compensation for damages and losses.
5.5 In the event of a termination of the agreement as specified in the articles 5.2 and 5.4, the Supplier is obliged to immediately refund all payments received from Meyn and to compensate all the extra costs Meyn has to incur for a reasonable replacement of the Goods.
5.6 Force majeure releases the contractual partners from their performance obligations for the duration of the interference and to the extent of its impact. The contractual partners undertake, as far as is reasonable, to provide the required information immediately and to adapt their obligations to the changed circumstances in good faith.

6. Transfer of title
6.1 The title of the Goods shall be transferred to Meyn once the Goods have been paid in full by Meyn.
6.2 The Supplier is aware of and agrees to the fact that the Goods supplied, regardless of whether they form a part of machinery and systems produced by Meyn, shall be delivered to end users both in The Netherlands and abroad, without this having effect on the Supplier’s guarantee or legal liabilities.

7. Warrantee
7.1 The warrantee period shall be twelve (12) months after the date Meyn puts the Goods to use, or eighteen (18) months after delivery and acceptance by Meyn, whichever date comes first. For devices, machines, systems and installations the warrantee period starts on the acceptance of the performance stated in our written Acceptance Certificate.
7.2 For repaired or new supplied parts, the warrantee period restarts with the completion of the remedy or, where acceptance of the performance is agreed upon, on this acceptance.
7.3 In the event that during the warrantee period a defect occurs, which is caused by a faulty design, use of incorrect materials and/or a defective construction, the Supplier shall be obliged to correct the defect as quickly as possible by means of repair and/or replacement without costs for Meyn. In case the corrective measures are not carried out within a reasonable period, Meyn shall be entitled to undertake these corrective measures, or instruct a third party to undertake them, on behalf of the Supplier. The costs for this intervention by Meyn will be paid by the Supplier.
7.4 Where Meyn suffers damages or losses as a result of defective deliveries or services, in addition to the statutory claims, Meyn shall be entitled to liquidated damages in the amount of 15% of the contractual amount.

8. Intellectual property
8.1 The Supplier warrants that all deliveries and services do not infringe the intellectual property rights of third parties and in particular patents, licences, trademark, brand name or other third party intellectual property rights.
8.2 The Supplier shall indemnify Meyn and its contractual partners against all corresponding third party claims arising from infringement of intellectual property rights and shall bear all costs arising in this connection.

9. Retention of title
9.1 All models, dies, moulds, drawings, etc. provided by Meyn or procured, or specifically made for the performance of a purchase order at the costs of Meyn, shall remain or become the property of Meyn at the time of procurement or manufacturing. The Supplier shall mark these auxiliaries clearly as property of Meyn and shall keep the auxiliaries insured.

10. Confidentiality
10.1 The Supplier undertakes to hold all information concerning the operations of Meyn in strict confidence and only use it for the purposes of the agreement. The agreements existence shall also be treated as confidential. Disclosure of the commercial relationship with Meyn requires prior written authorisation.

11. Miscellaneous
11.1 The Supplier shall be liable for any direct damage suffered by Meyn and/or its personnel and/or third parties arising out of or in connection with the fulfilment of the performance of the purchase order by the Supplier. The Supplier shall indemnify and hold Meyn harmless against any such claims.
11.2 The Supplier shall have an insurance for its legal and contractual liabilities. Upon first demand of Meyn the Supplier shall provide evidence of the existence of the insurance as well as evidence that the insurance has been paid timely.
11.3 Should individual clauses of these General Purchasing Conditions be ineffective, this does not prejudice the effectiveness of the other provisions.
11.4 The Supplier is not entitled, without prior written consent of Meyn to transfer and/or assign its contractual obligations or rights in whole or in part to third parties.
11.5 Dutch Law shall apply to the present Conditions.
11.7 All disputes shall be settled by the competent court in Haarlem, The Netherlands, unless the law imperatively prescribes a different court.