

# TERMS OF



FOR SALES EXECUTED  
OUT OF BELGIUM.

## 1 GENERAL / SCOPE

**1.1** Our sales are bound by these terms which are law between the parties. They prevail over any general terms or particular stipulations of the buyer that have not been explicitly approved by MEDARO SPRL, at whatever time such document may have been transmitted to MEDARO SPRL.

**1.2** These terms supersede any earlier provisions given in writing or orally.

**1.3** The fact that you accept delivery of goods implies that acceptance of the following sales terms and conditions which are legally binding.

## 2 ORDERS

**2.1** The information given in leaflets, catalogues and advertisements is for information only. MEDARO SPRL reserves the right to make any changes to the appearance, form, design and / or material of the products.

**2.2** Orders must be placed in writing and must be officially confirmed by MEDARO SPRL to be binding. Any verbal order will be confirmed in writing by MEDARO SPRL whose failure of contestation after a 7 calendar days period implies execution of the contract sale.

**2.3** Except otherwise expressly agreed by MEDARO SPRL, placing of an order implies unqualified acceptance of these general terms of sale.

**2.3** Orders placed by the buyer to MEDARO SPRL's representatives or agents and any of their particular conditions of sale are not valid until duly accepted by MEDARO SPRL in writing.

## 3 PRICES

**3.1** Prices are stated without time commitment; sales are always made at the price currently in force at the date of the order.

**3.2** The prices indicated on proforma invoice are valid for one month from the date of issue.

**3.3** Any and all changes in taxation to which invoices are subject shall be automatically passed on to the relevant invoices.

## 4 DELIVERY / PACKAGING

**4.1** The delivery dates and shipping terms are given by MEDARO SPRL for information only and cannot be construed as binding upon MEDARO SPRL. Unless otherwise expressly specified by MEDARO SPRL the delivery dates will be of at least three weeks. Delays do not entitle the buyer to cancel the order or refuse products.

**4.2** The usual tolerances and manufacturing standards mentioned in the catalogue apply to the quantities or weights delivered that are determined by the usual measuring units in the country of manufacture.

**4.3** MEDARO SPRL reserves the right to make partial deliveries or shipments.

**4.4** Except otherwise expressly agreed between the parties, delivery conditions shall be EXW (Incoterms

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I.C.C. 2010). Consequently, the goods are shipped at the buyer's own risk and transfer of risk shall occur at the moment the goods are made available to the first carrier for shipment.

**4.5** In the event of damaged or missing items, the provisions applicable under the Hague Rules of 1924 or the Hamburg Rules of 1978, as the case may be, shall apply. However, and notwithstanding the above said conventions, in case of delivery that is non-conforming with the order (whether or not the non-conformity is apparent at the time of delivery), a written claim must be sent to MEDARO SPRL within three days of delivery. Failing this, delivery shall be deemed to be accepted and conforming, without exception and with no further recourse, action or claim against MEDARO SPRL.

**4.6** Products delivered in special packaging can only be resold in their original package with no alteration, even to the labeling.

**4.7** The specified shipping address is mandatory and cannot be modified en route.

## **5 RETENTION OF TITLE**

The goods are sold, subject to retention of title. The products shall therefore remain MEDARO SPRL's property until transfer of risks in accordance with the Incoterms chosen.

## **6 FORCE MAJEURE**

**6.1** In case of occurrence of acts of God or force majeure, MEDARO SPRL cannot be required to fulfil its obligations.

**6.2** Are considered acts of God or force majeure, events such as strikes (notably strike from MEDARO SPRL's employees, agent, supplier or subcontractor) fire, prohibition to import or export, change of customs procedure, change of standards, refusal to issue the certificate of approval or authorization to market as well as any other cases outside the direct control of MEDARO SPRL.

## **7 FACTURATION / PAYMENT**

**7.1** Invoices are payable to the head office of MEDARO SPRL or to any other place indicated in the invoice.

**7.2** Unless otherwise provided, payment of invoices is made within thirty (30) clear days as from their date of issue. In case of payment by bank draft, the buyer must return as accepted the instruments that are presented to him.

**7.3** In case of payment within ten (10) days after the issued date of the invoicing, the buyer can get a discount calculated on the rate appearing on the said invoice.

**7.4** The refusal of acceptance of a bank drafts or the default of payment of an invoice on due date entitles MEDARO SPRL to claim immediate payment of all any other debt without previous formal notice.

**7.5** Late penalties shall be payable on the day following the date for payment stated on the invoice or the date the bank draft should have been returned where the amounts owed are paid after the said date. The interest rate on these penalties is equal to the interest rate applied by European Central Bank at its most

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recent refinancing operation plus 10 percentage points, and this rate may not be less than three times the legal interest rate. The late payment interests are payable without reminder requirement.

Moreover, in this case MEDARO SPRL also reserve the right to suspend or cancel ongoing contracts or orders if on a previous order, except if the buyer provides satisfactory guarantees or cash payment. No discount for cash or anticipated payment will be granted.

**7.6** A ten (10%) fixed indemnity of the unpaid amounts including tax will be invoiced in case of late payment with a minimum of five hundred Euros (500 €) excluding tax per invoice without prejudice of all extra costs. This penalty shall be due in full on the first day of late payment.

## **8 WARRANTY / INSPECTION / ACCEPTANCE**

**8.1** Unless otherwise agreed, delivered and accepted goods shall not be returned.

**8.2** Goods are guaranteed against any material and manufacturing defects for one year after delivery.

**8.3** The buyer explicitly recognizes that he is genuinely qualified professionally to inspect the goods purchased from MEDARO SPRL and to evaluate as a professional their suitability for the intended use. The buyer declares that he has the required professional abilities to perform such inspections that he agrees to conduct on each delivery. Failure to inspect the goods within 15 full days of their reception precludes any warranty claim.

**8.4** If goods are refused for non-conformity, it is explicitly agreed that the warranty is limited to the replacement of the goods recognized as defective by both parties, without giving rise to any compensation or damages whatsoever. In this case the goods will be returned at the cost of MEDARO SPRL.

**8.5** The buyer assumes full liability for any loss and damage to people or property due to handling or use of the products by the buyer, his employees or agents.

## **9 INDUSTRIAL PROPERTY**

**9.1** MEDARO SPRL guarantees that the goods manufactured do not infringe any patent rights or industrial property right in the country of manufacture. This guarantee does not cover infringements resulting from the association of MEDARO SPRL goods with other goods by the buyer.

**9.2** MEDARO SPRL goods are covered by various patents. The buyer using these goods in his manufacturing can refer to the seller's trademark, but only in compliance with prevailing custom and law. He shall clearly indicate the origin of the products and shall respect the seller's intellectual property rights.

## **10 JURISDICTION**

**10** All disputes, of any nature whatsoever, related to the orders or those general terms of sale, even in the case of warranty litigation or plurality of defendants, is expressly agreed to be subject to the laws of France and the exclusive jurisdiction of the place of the Commercial Court in which MEDARO SPRL's registered office is located.

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## **I I TOLERANCE**

The lack of enforcement by MEDARO SPRL of any of its rights under the contract or of those general terms of sale shall not impair in any way the validity of such right nor imply a waiver of same by MEDARO SPRL.

## **I 2 MODIFICATION OF THE GENERAL TERMS OF SALE**

MEDARO SPRL shall modify the terms of these general terms of sale. Any change will be effective upon receipt by the buyer of the new version of those general terms of sale without the signature of an amendment is necessary.



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