



**CIDRERIE RUWET N.V.**  
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## GENERAL SALES CONDITIONS

### I. GENERAL PROVISIONS

1. The general sales and supply conditions set forth herein will be deemed to have been accepted by the buyer, even if our general sales and supply conditions contradict the proper general or special conditions of purchase of the buyer. The latter conditions can only be binding if we have given our explicit agreement.
2. The nullity of one or multiple clauses of the general conditions of sale shall not affect the validity of other clauses.
3. The quotations are always valid for the duration of the indicated period. The agreement comes into effect only through the buyer's written confirmation.

### II. PRICING AND RISK

4. The orders are invoiced based on the prices and conditions set forth in the sales agreement. The NV Cidrerie Ruwet reserves the right to increase the agreed upon price if, after signing the agreement, one or multiple price determining factors (including, yet not exclusively, the prices of resources, energy, and wages) are increased, even if this is due to foreseeable circumstances.

If the buyer is a consumer, he will be entitled to terminate the agreement without further costs or compensation, before the new price comes into effect. This must be done through registered mail within 15 calendar days after the risen price has been announced.

5. Unless otherwise specified, the goods will be transported at the risks and costs of the buyer.

### III. ORDERS

6. Any change or cancellation of an order shall depend on our written agreement.

If a buyer cancels his order or does not fulfil his obligations resulting from an order, NV Cidrerie Ruwet reserves the right to demand execution of the agreement, or to terminate the agreement, provided that compensation will be paid by the buyer to NV Cidrerie Ruwet. This compensation shall be equal to 30% of the value of the goods that were not bought.

If the value of the actual damage resulting from the termination of the agreement exceeds the value of the compensation, the difference shall also be borne by the buyer.

### IV. DELIVERY AND SENDING CONDITIONS

7. The stated delivery dates will be accepted by the buyer as an indication. Unless otherwise specified in writing, delay of delivery shall not give leeway to non-payment of the invoice or compensation, nor to the dissolving/termination of the contract with costs borne by NV Cidrerie Ruwet.
8. All goods shall be delivered in a satisfactory state. At receipt the buyer or his authorised representative should check this, so that the receipt of the goods will function as an irrevocable acceptance and covers any visible defects. The use or resale of goods is always deemed a final acceptance.

Complaints about delivery, other than those concerning visible defects, should be communicated to us through registered letter, within 8 calendar days after the receipt of the goods. In case of

no objection, a late objection, or an incorrectly made objection, the delivered goods will be deemed to have been delivered correctly.

If the buyer is a consumer, for both visible and other defects the complaints should be communicated to NV Cidrerie Ruwet by means of registered letter, within 8 calendar days after delivery. If not, the delivery will be deemed to have been accepted.

9. Goods shall not be taken back without our prior written consent. In addition to that, the goods can only be taken back if they are returned in a satisfactory state and in their original packaging. The costs and risks of returning the goods will be borne by the buyer.

The value of all goods that are taken back will be reduced with 20% of the invoice value. Under no circumstances can we be held responsible or liable to pay compensation for damages.

10. The bottles and plastic crates that are invoiced will be taken back for the same price, provided that they are returned to a depot of the NV Cidrerie Ruwet in a satisfactory state and within 18 months after the invoice date.
11. The NV Cidrerie Ruwet reserves the right to make partial deliveries, which will each constitute a separate sales contract. The partial delivery of an order in no way justifies the refusal of payment of the delivered goods.

## V. PAYMENTS

12. All invoices can be paid in cash at the registered office of the company, or through bank transfer to the account number specified on the invoice, in both cases the ultimate expiry date is stated on the invoice.
13. Complaints concerning invoices should be communicated to us by means of registered letter, within 8 days after receipt of the invoice. In case of no objection, a late objection, or an incorrectly made objection, the invoice will be deemed a correct representation of the legal relationship between the parties.
14. If no specific expiry date has been stated, all invoices will be payable within 30 calendar days after the date of the invoice.

In the event of complete or partial non-payment by the expiry date, the invoice amount shall by law, and without notice of default, be increased with an interest of 1.5% per started month, starting after the expiry date.

Without requirement for any notice of default or other legal action, a fixed fee of 40.00 EUR will be claimed for every invoice that has not been paid, in order to cover the recovery costs. If the actual recovery costs are higher, the difference will also be borne by the buyer.

In the event of complete or partial non-payment of the amount payable by the expiry date, without serious reason, the payable amount will be raised with 20%, with a minimum of 125 EUR, even where an extension of payment has been granted.

In the event of non-payment of any of the invoices by the expiry date, all invoices will become immediately payable and NV Cidrerie Ruwet will reserve the right to cancel all other orders and deliveries without any charge or liability and without prior notice.

15. Without prejudice to any damages that might be applicable, NV Cidrerie Ruwet may terminate the agreement at any time if the buyer does not comply with his obligations, partially or completely, by means of a simple written notification and without prior judicial interference or prior notice. In that case, the buyer will have to make the identifiable goods available to NV Cidrerie Ruwet without delay and within 48 hours after the receipt of the notification.

## VI. NETTING

16. In the event of bankruptcy, the mutual debts will be compensated, so that only the balance will be payable.

## VII. RETENTION OF TITLE

17. The delivered goods will remain the property of NV Cidrerie Ruwet as long as the full price has not been paid, even if the price was changed or incorporated, notwithstanding the buyer's obligation to take out insurance to cover the risks of the goods and to take care of them as a prudent man.  
The paid advances will be kept by NV Cidrerie Ruwet to compensate for possible losses during resale.

## VIII. LIABILITY

18. The NV Cidrerie Ruwet is only liable in case of serious negligence or intent. For as far as NV Cidrerie Ruwet has any liability, it will be limited to the restoration of foreseeable, direct, material, and physical damage, excluding all immaterial, indirect, or consequential damage. In all cases our liability is limited to the invoiced value, exclusive of VAT.

## IX. FORCE MAJEURE

19. In the event of force majeure NV Cidrerie Ruwet reserves the right to terminate the contract, either partially or completely, without the buyer being able to make any statutory claims for the compensation of costs, damages, and interests etc.  
Force majeure refers to all circumstances that are not caused by us and that make the execution of the agreement impossible, impair the execution of the agreement, or slow down the execution of the agreement, for example, but not limited to, the interruption of supplying raw materials, strikes, lock-out, fire, production or transport delays for any reason, import or export restrictions, or other governmental measures. The unforeseeable and inevitable nature of the mentioned circumstances is presumed to be certain.

## X. DISPUTES

20. All our agreements will be governed by Belgian law. The application of the Vienna Sales Convention of April 11<sup>th</sup>, 1980, will be explicitly excluded. All disputes (arising out of the present invoice) shall be settled by the courts in the jurisdiction of the registered office of NV Cidrerie Ruwet.  
If the buyer is a consumer, the court in the municipality of the consumer's domicile shall also have territorial jurisdiction.