



# GENERAL TERMS AND CONDITIONS

**FOR SALES**



## 1. GENERAL

- 1.1 These general terms and conditions of sale ("General Terms and Conditions") shall govern all offers, price quotes and invoices issued by INTEGRATED AGRICULTURE, ALLAGRO, its mother or sisters Companies and its perspectives affiliates ("INTEGRATED AGRICULTURE, ALLAGRO") and all agreements between INTEGRATED AGRICULTURE, ALLAGRO and its customer (the "Customer"), and this regardless of whether Customer's registered office and/or the delivery is to be made in Saudi Arabia or abroad.
- 1.2 Any deviations and/or additions to these General Terms and Conditions are only possible by prior written agreement between INTEGRATED AGRICULTURE, ALLAGRO and Customer. In case of conflict between these General Terms and Conditions, and any separate agreement concluded between INTEGRATED AGRICULTURE, ALLAGRO and Customer, the provisions of the separate written agreement shall prevail. Via the simple act of placing an order, Customer declares to have read and understood and acknowledges acceptance of the present General Terms and Conditions. Acceptance of these General Terms and Conditions also implies that Customer fully waives the application of its own general terms and conditions (of purchase), the application of which is excluded, even if its own general terms and conditions were communicated to INTEGRATED AGRICULTURE, ALLAGRO prior to the communication of the present General Terms and Conditions. INTEGRATED AGRICULTURE, ALLAGRO reserves the right to amend these General Terms and Conditions at any time.
- 1.3 If a (part of a) clause of the General Terms and Conditions would be invalid or unenforceable, this shall not affect the validity and enforceability of the other clauses. Parties shall replace the invalid clause by a valid one having the same legal effect as the clause declared invalid.

## 2. OFFERS AND AGREEMENT FORMATION

- 2.1 Therefore, quotation or offer provided by INTEGRATED AGRICULTURE, ALLAGRO is free of obligation and for information purposes only and therefore not binding for INTEGRATED AGRICULTURE, ALLAGRO. Customer undertakes to maintain strict confidentiality of all data mentioned on INTEGRATED AGRICULTURE, ALLAGRO's offers, invoices and price lists.
- 2.2 If Customer places an order, an agreement is formed between parties that is binding on INTEGRATED AGRICULTURE, ALLAGRO only if and to the extent that this order is confirmed by INTEGRATED AGRICULTURE, ALLAGRO in writing, or INTEGRATED AGRICULTURE, ALLAGRO begins execution of the order. Quotation or offers are valid for 1 month from the date of the quotation, unless another term is explicitly stated in the quotation.
- 2.3 Orders already placed can only be cancelled with the prior written approval of INTEGRATED AGRICULTURE, ALLAGRO. In case of cancellation of an order placed, Customer shall owe INTEGRATED AGRICULTURE, ALLAGRO, without prior notice of default, a fixed compensation equal to %10 of the total price of that order, without prejudice to the right of INTEGRATED AGRICULTURE, ALLAGRO to claim higher compensation subject to evidence of higher actual damage suffered.

## 3. DELIVERIES

- 3.1 Unless otherwise agreed in writing, the agreed delivery dates are purely indicative and non-binding on INTEGRATED AGRICULTURE, ALLAGRO. Any delay in delivery cannot give rise to any liability of INTEGRATED AGRICULTURE, ALLAGRO, to the termination of the agreement or to any form of damage compensation or price reduction. INTEGRATED AGRICULTURE, ALLAGRO expressly reserves the right to proceed with partial deliveries forming as many partial sales. Under no circumstances will any such partial delivery justify the refusal to pay for the delivered goods.

- 3.2 The quantities of the goods delivered by INTEGRATED AGRICULTURE, ALLAGRO are determined by INTEGRATED AGRICULTURE, ALLAGRO by means of automatic weighing equipment and are deemed to have been accepted by Customer upon their leaving the warehouses of INTEGRATED AGRICULTURE, ALLAGRO. The stated quantities of the goods INTEGRATED AGRICULTURE, ALLAGRO lied to INTEGRATED AGRICULTURE, ALLAGRO by or on behalf of Customer for storage and/or handling are not enforceable against INTEGRATED AGRICULTURE, ALLAGRO.
- 3.3 Unless otherwise agreed in writing, all deliveries shall take place EX WORKS (Incoterms 2020). Assignments for the transport of goods are accepted by INTEGRATED AGRICULTURE, ALLAGRO only in its capacity as non-responsible intermediary in the organisation of such transport. In no event shall INTEGRATED AGRICULTURE, ALLAGRO bear any liability as carrier. In that case, the risk of storage, loading, carriage and unloading also lies with Customer. Upon reception of the goods, Customer shall sign the delivery note in his name and "for receipt of goods" or undertakes to send by e-mail (info@unitedpetfood.be) a legible copy of the CMR or carriage document signed and stamped at the time of delivery to their facilities.
- 3.4 Customer is obliged to collect the goods on the stated delivery dates. If the goods were not collected by Customer on the date of delivery, for any reason whatsoever, even in the case of orders on demand, INTEGRATED AGRICULTURE, ALLAGRO has the right to (i) store the goods in question at the expense and risk of Customer for a limited period, in which case Customer's payment obligation is not suspended or (ii) the order is considered to be cancelled.
- 3.5 The goods INTEGRATED AGRICULTURE, ALLAGRO lied by INTEGRATED AGRICULTURE, ALLAGRO remain the property of INTEGRATED AGRICULTURE, ALLAGRO until all amounts owed by Customer to INTEGRATED AGRICULTURE, ALLAGRO, including interest and costs, have been paid in full. The retention of title applies to all goods still in possession of Customer, including those already paid for. Until payment is made in full, Customer is expressly prohibited from disposing of the goods in question in any form whatsoever, creating any right in rem (security) over them or alter their nature. Should this however be the case, Customer shall unconditionally and irrevocably transfer to INTEGRATED AGRICULTURE, ALLAGRO, which accepts, any claims it may have on third parties pursuant to the sale of the goods, which are property of INTEGRATED AGRICULTURE, ALLAGRO. Customer also acknowledges that INTEGRATED AGRICULTURE, ALLAGRO is at all times entitled to take back these goods as long as they have not been paid for in full. Customer bears a duty of care with regard to the goods subject to retention of title and must store and keep them in perfect condition in a place suitable and clean for that purpose in accordance with the highest standards and safety requirements in the sector. Customer undertakes to notify INTEGRATED AGRICULTURE, ALLAGRO immediately by registered letter of any seizure exercised by a third party. The advances paid by Customer remain acquired to compensate for possible losses on resale. The risks of loss or destruction of the goods are fully for the expense of Customer from the time the goods have been put at his disposal. In the event of Customer's bankruptcy, the retention of title as stipulated in this article 3.5 will apply in full.

## 4. INSURANCE

For goods belonging to Customer stored at INTEGRATED AGRICULTURE, ALLAGRO or being processed on contract, Customer undertakes to insure these goods against 'All Risks' as well as against 'Third Party Redress' and 'Civil Liability (Operation)', with a waiver of recourse with respect to INTEGRATED AGRICULTURE, ALLAGRO.

## 5. PRICES AND PAYMENT

- 5.1 Price lists, technical data, indications of weight and dimensions, and in general all specifications provided by INTEGRATED AGRICULTURE, ALLAGRO are purely indicative and not binding to INTEGRATED AGRICULTURE, ALLAGRO. Only the prices quoted in an order confirmation provided by INTEGRATED AGRICULTURE, ALLAGRO will be binding on INTEGRATED AGRICULTURE, ALLAGRO.
- 5.2 Prices stated in order confirmations or in any other agreement signed by INTEGRATED AGRICULTURE, ALLAGRO with the Customer are based on the prevailing values of wages and materials at that time. If one or more cost price factors (including, but not limited to, labour cost, prices of raw materials, energy cost (and transportation and packaging costs, if applicable)) are increased, INTEGRATED AGRICULTURE, ALLAGRO reserves the right to proportionally increase the agreed prices.
- 5.3 Unless otherwise agreed in writing, all prices are (in a quotation, offer, order confirmation, agreement, etc.) in euro and excluding VAT ( and all other possible duties, taxes and charges imposed by third parties and governments ), and excluding transport, packaging, bank and insurance costs.
- 5.4 Unless otherwise agreed in writing, all payments will be made by Customer prior to delivery by bank transfer. Discounts for immediate payments are only granted if agreed upon between parties in advance and in writing. All costs of payment are borne by Customer. Each invoice is considered as definitively accepted in the absence of protest by registered letter within ten (10) days after its receipt. Protest of the invoice does not suspend Customer's payment obligation.
- 5.5 The invoices of INTEGRATED AGRICULTURE, ALLAGRO are payable at INTEGRATED AGRICULTURE, ALLAGRO's registered office within the deadline specified on the invoice, and in the absence of this within 8 days following the invoice date, regardless of the manner in which payment is made. The invoiced amounts are legally subject to, without prior notice of default, a default interest rate of %1 per month from the expiry date of the invoice until total payment of the invoiced amounts, with each new begun month being considered as a full month, plus fixed compensation of %10 of the unpaid amounts, without prejudice to the right of INTEGRATED AGRICULTURE, ALLAGRO to claim proven higher actual damages. All collection charges are for the expense of Customer. In the case of non-payment of just one invoice by the due date (i), INTEGRATED AGRICULTURE, ALLAGRO is also entitled, without prior authorisation by court and without prior notice of default or damage compensation, to end the agreement with Customer with immediate effect or suspend all other Customer orders until full payment of the invoice; and (ii) all other outstanding debt claims on Customer are immediately legally due without prior notice of default. Set-off by Customer against INTEGRATED AGRICULTURE, ALLAGRO is explicitly excluded. INTEGRATED AGRICULTURE, ALLAGRO on other hand always has the right, without notification to Customer, to deduct claims it has against Customer from any claims Customer might have against INTEGRATED AGRICULTURE, ALLAGRO, regardless if the amounts have been contested by Customer.
- 5.6 Each payment shall first be deemed to be a payment of any outstanding interest and/or costs. Only after full payment thereof, a payment will be deemed to be payment of the oldest outstanding invoice, whether or not the payment expressly states otherwise.

## 6. DEFECTS AND WARRANTY

- .1 Upon delivery, Customer must immediately check whether the delivered goods exhibit visible damage or defects and check their usability, marketability, composition and their conformity with the specific characteristics as provided in the special conditions, if any. In case Customer refuses the delivery of the goods, Customer will pay INTEGRATED AGRICULTURE, ALLAGRO the transport costs incurred for these goods. Visible damages or defects must be reported by Customer specifically and accurately on the waybill, and notified to INTEGRATED AGRICULTURE, ALLAGRO in writing within 48 hours of delivery, and in any event prior to the use or pre-sale of the goods. Failing this, the products shall be deemed definitively accepted by Customer. Late complaints are inadmissible. Initial use or resale of the goods counts as express acceptance. Any right to filing a claim for damages shall be null and void and lapse if (i) the goods have been transported, handled, used, processed or stored by or on behalf of Customer in an incorrect manner or contrary to instructions given by or on behalf of INTEGRATED AGRICULTURE, ALLAGRO (ii) the goods have been processed by or on behalf of Customer.

- 6.2 The liability of INTEGRATED AGRICULTURE, ALLAGRO for any hidden defects in the goods is limited to defects that manifest themselves within three (3) months after delivery of the goods by INTEGRATED AGRICULTURE, ALLAGRO. In any case, any hidden defects must be reported by Customer to INTEGRATED AGRICULTURE, ALLAGRO by registered letter immediately and at the latest within eight (8) days after their discovery, on penalty of forfeiture. This notification must contain a detailed description of the defect. Complaints due to hidden defects do not suspend Customer's payment obligation.
- 6.3 Notwithstanding any other mandatory statutory provisions, the warranty of INTEGRATED AGRICULTURE, ALLAGRO for non-compliant products consists only of, entirely at the discretion of INTEGRATED AGRICULTURE, ALLAGRO, crediting (part of) the invoice or replacement of the goods in question. Any form of damage compensation in application of the warranty is expressly excluded.

## 7. LIABILITY

- 7.1 In terms of any damage caused by goods delivered with defects, INTEGRATED AGRICULTURE, ALLAGRO shall only be liable in accordance with the legal obligations provided for under applicable law. Without prejudice to the other provisions of these General Terms and Conditions, INTEGRATED AGRICULTURE, ALLAGRO (including its appointees, representatives and/or employees) is only liable for damages caused due to the failure to comply with its contractual obligations, if and to the extent that this damage was caused by fraud, deceit, or wilful misconduct on its part. INTEGRATED AGRICULTURE, ALLAGRO will not be liable for any other fault (including gross negligence). In no event shall INTEGRATED AGRICULTURE, ALLAGRO be liable for indirect damage such as loss of profit, loss savings, consequential loss, loss due to delay, administrative and staff costs, increase of general costs, loss of customers, damage due to stoppage of operations or any other loss of profits for any reason or of any kind whatsoever. Only Customer is responsible for the use it makes of the goods. Insofar as INTEGRATED AGRICULTURE, ALLAGRO depends on the cooperation, services and INTEGRATED AGRICULTURE, ALLAGRO lies of third parties in the performance of its undertakings, INTEGRATED AGRICULTURE, ALLAGRO cannot be held liable for any damage resulting from their fault, including fraud, deceit, gross negligence intentional misconduct.
- 7.2 In the event that INTEGRATED AGRICULTURE, ALLAGRO would be held liable for any damage, the maximum liability of INTEGRATED AGRICULTURE, ALLAGRO is always limited to the amount effectively recovered under its professional liability insurance or to the invoice amount paid by the Customer for that part of the goods to which the liability relates, whichever is lowest.
- 7.3 INTEGRATED AGRICULTURE, ALLAGRO will be discharged by operation of law and not be bound to fulfil its obligations to Customer in the case of force majeure. By force majeure is understood any circumstance independent of the will of INTEGRATED AGRICULTURE, ALLAGRO that prevents in full or in part the fulfilment of its obligations vis-à-vis the other party or that in all reasonableness result in the inability to demand of INTEGRATED AGRICULTURE, ALLAGRO the performance its obligations, regardless of whether that circumstance could have been foreseen at the time of the conclusion of the agreement. Such circumstances include: partial or general strike or lock-out, operating accidents, fire, machinery breakdown, import or trade bans, transportation difficulties, INTEGRATED AGRICULTURE, ALLAGRO bankruptcy, lack of raw materials, measures taken by any government agency, e.g. in the context of epidemic (animal) disease, and the absence of any permit to be obtained from the government, pandemics, civil war, act of God or the public enemy, riots and revolts, labour unrest, embargo. INTEGRATED AGRICULTURE, ALLAGRO is not obliged to prove the non-attributable and unforeseeable nature of the circumstance constituting the case of force majeure. In addition, INTEGRATED AGRICULTURE, ALLAGRO shall not be liable for the non-execution or defective execution of its obligations if such non-execution or defective execution is related to changed economic or other circumstances that INTEGRATED AGRICULTURE, ALLAGRO did not foresee at the time of the conclusion of the agreement and which renders the execution of the agreement, as



agreed between parties, significantly difficult or impossible. If the force majeure case lasts longer than 60 consecutive days, INTEGRATED AGRICULTURE, ALLAGRO has the right to terminate the agreement without prior judicial authorisation, without INTEGRATED AGRICULTURE, ALLAGRO having to pay any compensation to Customer. Force majeure never entitles Customer to terminate the agreement or to any form of damage compensation.

7.4 Customer shall indemnify INTEGRATED AGRICULTURE, ALLAGRO for any claim brought against it by a third party as a result of damage caused to that third party by Customer. In case INTEGRATED AGRICULTURE, ALLAGRO receives a claim in this respect, Customer shall assist INTEGRATED AGRICULTURE, ALLAGRO in both extrajudicial and judicial proceedings and do anything without delay to fully safeguard INTEGRATED AGRICULTURE, ALLAGRO. In case Customer fails to take adequate measures, INTEGRATED AGRICULTURE, ALLAGRO shall be entitled, without prior notice of default, to take such measure itself. All costs and damages suffered by INTEGRATED AGRICULTURE, ALLAGRO and third parties as a result thereof, will be at the expense and risk of Customer.

7.5 In case INTEGRATED AGRICULTURE, ALLAGRO is requested to provide and/or purchase the packaging of the good as well, Customer warrants and undertakes to provide INTEGRATED AGRICULTURE, ALLAGRO with all necessary content and information regarding the required labels on the packaging of the goods and confirm that these labels and packaging are in line with all applicable laws or regulatory requirements relating to packaging and labelling of animal food products. The artwork, design, labelling and drafting of the packaging remain at all time the full responsibility of Customer.

## 8. TERMINATION AND SUSPENSION

INTEGRATED AGRICULTURE, ALLAGRO has the right to terminate or suspend, in whole or in part, the agreement with Customer at any time, with immediate effect, without judicial authorisation or prior notice of default, without prejudice to INTEGRATED AGRICULTURE, ALLAGRO's right to claim damages and without payment of any damage compensation, in the following cases: (i) if Customer, despite written notice of default observing a term of at least seven (7) calendar days, remains in default with the (timely) fulfilment of one or more obligations under the agreement; (ii) in the case suspension of payment or (the application for) bankruptcy or any reorganisation (iii) liquidation or discontinuation of the activities of Customer; (iv) if (a part of) the assets of Customer are seized (v) if Customer behaves in such a way that INTEGRATED AGRICULTURE, ALLAGRO's confidence in the relationship is totally disturbed, or that INTEGRATED AGRICULTURE, ALLAGRO cannot be reasonably expected to continue the relationship. In the case of suspension or dissolution, INTEGRATED AGRICULTURE, ALLAGRO also reserves the right to claim compensation for all costs and losses incurred (including lost profits, administration costs, transportation costs, stocking costs, etc.), and all claims by INTEGRATED AGRICULTURE, ALLAGRO against Customer become immediately due. In that case INTEGRATED AGRICULTURE, ALLAGRO shall have the right to keep any advances paid as partial damages, irrespective of the right of INTEGRATED AGRICULTURE, ALLAGRO to claim higher damages. Except if the contract is terminated as a result of force majeure (art 7.3), Customer is bound to indemnify INTEGRATED AGRICULTURE, ALLAGRO against any claims from third parties resulting from termination. Customer shall immediately reimburse the costs already incurred and monies unduly paid by INTEGRATED AGRICULTURE, ALLAGRO, without prejudice to INTEGRATED AGRICULTURE, ALLAGRO's right to claim full compensation.

INTEGRATED AGRICULTURE, ALLAGRO can terminate the contract at any time without reasonable cause and without paying any compensation, by means of a registered letter subject to a notice period of one month as from the date of the postmark.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 Customer acknowledges that all intellectual property rights ("Intellectual Property Rights") relating to (any change, improvement or development of the (composition/ recipes of) the goods and the manufacturing thereof, as well as any further improvements or Intellectual Property Rights derived therefrom are and shall remain vested with INTEGRATED AGRICULTURE, ALLAGRO exclusively and are the exclusive property of INTEGRATED AGRICULTURE, ALLAGRO. The sale or payment of such goods shall never result in a transfer of any Intellectual Property Right. All Intellectual Property Rights relating to objects, moulds, recipes, materials, designs, and so forth, either or not patentable, shall remain with INTEGRATED AGRICULTURE, ALLAGRO as from the moment these rights have arisen. Customer undertakes not to infringe on the Intellectual Property Rights of INTEGRATED AGRICULTURE, ALLAGRO.

9.2 Any (auxiliary) materials, recipes, designs, plans, drawings, and other documents ("Documents") either or not covered by the Intellectual Property Rights of INTEGRATED AGRICULTURE, ALLAGRO, which are transferred to Customer, shall at all time remain the exclusive property of INTEGRATED AGRICULTURE, ALLAGRO and shall not be used for any other purpose than execution of the contract. The transfer of the Documents to Customer shall never result in the transfer of any Intellectual Property Right relating to the Documents.

9.3 Customer will notify INTEGRATED AGRICULTURE, ALLAGRO immediately in writing if Customer obtains knowledge of an infringement of INTEGRATED AGRICULTURE, ALLAGRO's Intellectual Property Rights and, on first request by INTEGRATED AGRICULTURE, ALLAGRO, will hand over all information of value in that regard. If a third party claims that INTEGRATED AGRICULTURE, ALLAGRO's materials, goods or services constitute an infringement of its rights, the customer undertakes to notify INTEGRATED AGRICULTURE, ALLAGRO immediately in writing or otherwise relinquish any other recourse over INTEGRATED AGRICULTURE, ALLAGRO.

## 10. CONFIDENTIALITY

10.1 The Customer undertakes to keep confidential all business information, knowhow, plans, designs, drawings, schemes, recipes and other company data of INTEGRATED AGRICULTURE, ALLAGRO, its contacts, agents and/or its affiliated companies, which is acquired from INTEGRATED AGRICULTURE, ALLAGRO, and not to make available, disclose or otherwise make accessible this information to any third parties, other than is necessary in the framework of an agreement with INTEGRATED AGRICULTURE, ALLAGRO and only after written approval from INTEGRATED AGRICULTURE, ALLAGRO. The obligation will apply both during the contractual relationship and a five-year-period following the termination thereof. Confidential information includes all information and documents exchanged between INTEGRATED AGRICULTURE, ALLAGRO and Customer, irrespective of whether this communication is done orally or in writing, and irrespective of the nature of the information and the documents, and irrespective of whether this information and documents have been qualified as confidential. Customer guarantees compliance with these provisions by its subsidiaries, affiliates, agents, advisors, representatives and employees. Customer will return this information at first request of INTEGRATED AGRICULTURE, ALLAGRO.

10.2 Customer shall not be allowed to give any form of publicity relating to the contract without the prior written permission from INTEGRATED AGRICULTURE, ALLAGRO, nor to use the name of INTEGRATED AGRICULTURE, ALLAGRO in advertisements and other commercial messages, nor to maintain direct or indirect contact with INTEGRATED AGRICULTURE, ALLAGRO's clients, nor to refer to INTEGRATED AGRICULTURE, ALLAGRO as a reference. Without INTEGRATED AGRICULTURE, ALLAGRO's explicit written permission, Customer will not use the items and/or services created through the mutual efforts of the Parties for the benefit of any third parties.

10.3 In case of infringement by Customer of one or more obligations resulting from this article, Customer will be liable for an immediate penalty of 25,000 EUR in favour of INTEGRATED AGRICULTURE, ALLAGRO, without notice of default or judicial intervention, without prejudice to the right of INTEGRATED AGRICULTURE, ALLAGRO to recover the actual damage suffered to Customer.

## 11. GENERAL PROVISIONS

The non-application by INTEGRATED AGRICULTURE, ALLAGRO of one or more provisions of these General Terms and Conditions, shall never be considered as a waiver of said conditions. The English text of these conditions shall prevail at all time over all (certified) translations thereof.

## 12. APPLICABLE LAW AND DISPUTES

- 12.1 Only Belgian law applies to the agreements concluded or quotations and offers provided by INTEGRATED AGRICULTURE, ALLAGRO, to the exclusion of the Vienna Convention and other equivalent rules of international private law.
- 12.2 All disputes, claims or differences concerning formation, execution, non-execution etc. that cannot be resolved amicably shall fall within the exclusive jurisdiction of the courts of Ghent, Ghent division, Belgium on the understanding that INTEGRATED AGRICULTURE, ALLAGRO reserves the right to bring the disputes, simultaneously or not, before any other court with jurisdiction under Belgian law.





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شركة الزراعات المتكاملة اول اجرو

**Integrated Agriculture Company Allagro**

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