

**REO Veiling – General conditions of purchase and sale****1. GENERAL**

- Our conditions of purchase and sale always take priority over the conditions of purchase and sale of the customers-buyers. Without detriment to the applicability of special conditions, granted in writing, that take priority over these general conditions, the latter are applicable with the exception of deviations that have been expressly agreed in writing, and take priority over the conditions incorporated in all the subsequent documents of the customers-buyers of REO Veiling.
- By purchasing from REO Veiling the buyer accepts these general conditions and expressly waives his own general conditions. The fact that the general conditions are not drawn up in the mother tongue of the buyer is without prejudice.
- The nullification by a court of one of the following conditions is without prejudice to the legality of the other provisions of these general conditions.

**2. EXECUTION OF THE SALE**

- The buyer purchases with the number indicated to them by the management of REO Veiling. The buyers and their authorised representatives are deemed to submit to the safety regulations for every purchase. The customer cannot purchase goods without authorisation by the management or with a number that has not been indicated to them by the management. On pressing the clock, the number of the buyer is shown and registered on all the documents. This is sufficient evidence for the execution of the purchase. The auction does not bear any responsibility for any possible misuse of the buyer number.
- Trading transactions within REO Veiling are only allowed for products from the auction. The sale or trading on our grounds of products that are not from REO Veiling always requires prior authorisation from the management.

**3. SUPPLY – ACCEPTANCE - COMPLAINTS**

- All the goods have been inspected previously. The applicable regulations and specifications are available for perusal at REO Veiling. The goods should be checked by the buyer at the moment of loading. The buyer also accepts the inspection by means of execution of the purchase.
- All the goods are sold and delivered ex works REO Veiling. Even carriage-paid FOB or CIF delivery of goods, travel at the buyer's risk. The goods are delivered and accepted at the deposit at the ramps and/or loading areas of REO Veiling, whereupon any risk is immediately passed onto the buyer. The buyer is obliged to load the goods himself on the day of purchase, by means of loading bills or pro forma invoices. After loading the goods or two hours after the sale, no more complaints will be accepted regarding the amount, uniformity and quality of the goods. Only in exceptional situations, and in any case within 48 hours will complaints with respect to the quality be accepted. Complaints should be lodged with the chief inspector or the management.
- REO Veiling is not liable for delivery failures due to circumstances that can be considered as force majeure, such as general or partial strikes, lockouts, accidents, machine interruptions, floods, etc. This list is non-exhaustive and given by way of example.
- The lodging of a complaint does not exempt the buyer from their financial commitment. Complaints that are related to the content of an invoice do not suspend the term of payment.

**4. ADDITIONAL COSTS**

- The sale and purchase costs are in accordance with the tariff indicated on the front side of the purchase statement or invoice. These tariffs and tariff modifications are previously announced and sufficiently well known and accepted by the buyer.
- The prices are always calculated ex works REO Veiling. All the costs, including packaging, loading, transportation and insurance, are always the responsibility of the buyer. The prices are always expressed in euros and the purchase price can only be paid in euros.

**5. PAYMENT**

- Except as otherwise agreed or stated on the invoice, our invoices are payable immediately upon receipt and in cash. In case the buyer does not pay in cash, the following costs will be charged: the payment of the invoices should be carried out at the latest on the Tuesday of the week X+2 for the purchases of the week X (= the second Tuesday after the week of the purchase). If the buyer has not paid on the Tuesday of the week X+2, a cost interest of 0.20% on the total due amount will be automatically charged and by right, counting every week already initiated as a complete week. The final term of payment is established on the Tuesday of the fourth week following the week of purchase (= the Tuesday of the week X+4). After expiry of the final term of payment, interests on arrears will be charged by right and without proof of default (6% on annual base, charged every two days). In case of non-payment on the date of expiry of outstanding claims, a purchasing prohibition follows and REO Veiling reserves the right to require the immediate payment of each outstanding claim and to cancel, or at least suspend every order or current contract until all the outstanding arrears are paid up.
- In order to guarantee the correct execution of their obligations, the buyer grants a payment guarantee to REO Veiling at first request, the volume of which is established by the management for each buyer separately. REO Veiling reserves the right to adjust this guarantee if considered necessary, even after delivery of the goods and even if the aforementioned terms of payment have not expired, if after the realisation of the purchase it is found that the buyer's credit is risk-bearing, when their creditworthiness is reduced or in the following cases, among others: refusal or limitation of a credit insurance, request of payment facilities, delay at the RSZ (National Office of Social Security) and VAT, etc. The list mentioned in this article is non-exhaustive and given by way of example.
- Without regard to the aforementioned, the total amount of the invoices due should always be lower than the amount of the credit limit or of any bank guarantee, whichever is the highest.
- Debt settlement: REO Veiling has the right to compensate claims towards a buyer or producer with claims of the buyer or producer towards them. Except prior written agreement of REO Veiling, the buyer or producer cannot claim any debt settlement, irrespective of the rights or claims based on which the buyer wishes to apply the debt settlement.

**6. CONVENTIONAL PLEDGING**

The parties expressly agree that all the deliveries form a whole. As such, they constitute a pledge for the payment of the debts following from these deliveries, also with regard to deliveries other than those object of this invoice.

**7. PACKAGING - MISUSE - GUARANTEE**

- Upon delivery, the goods are packed in their original packaging material – reusable (crates, pallets) and for single use – furnished by REO Veiling, and that is provided with a label that is only valid for the originally packed goods.
- The packaging material cannot be copied, imitated, multiplied, hired out, sold, passed on or provided to third parties by the producer or buyer without the permission of REO Veiling.
- The packaging material provided with a label of the company and/or REO label or the common labels of Verbond Belgische Tuinbouwveiling "V.B.T." and of "Kistenpool V.B.T.", or of the common label of Flandria, can only be used for the following purposes. Any other use will be considered as misuse.
  - A. *Regarding the producers-associates:*
    - For the sale on the auction with a view to the supply of agricultural and horticultural products.
    - For the proper supply of their products to REO Veiling.
  - B. *Regarding the buyers:*
    - All the packaging material: for the packaging of purchases at the auctions and the further trading of the goods purchased in their packaging up to the consumer, on the condition that the traded goods are purchased at the auction in the packaging.
    - Reusable packaging material: also for the return delivery of the packaging to REO Veiling. The buyer cannot supply the packaging material to the producer.
- Any misuse observed of reusable packaging material/crates will be sanctioned with the payment of a fine, of which a lump sum of 12.50 € is fixed per misused piece of packaging material/misused crate. The misuse can be proved by all legal means. Without prejudice of the validity of any regularly performed determination, a determination carried out by a bailiff will be considered sufficient proof of misuse.
- Immediately after use, the reusable packaging material should be again placed at the disposal of the auction in good state and neither dirty nor damaged.
- The producers and buyers pay a deposit for the use of the reusable packaging material as mentioned on the front side of the receipt and the invoices. This deposit is reimbursed if the packaging material is returned within fifteen days after provision by the auction, in good state and neither dirty nor damaged. REO Veiling reserves the right to consider the deposit as irrevocable and definitively acquired when the packaging material is not returned within one month after provision by the auction. For special cases, such as sending abroad, the management can permit written deviations from the return date.
- The buyer cannot return more packaging material, and under no circumstances should the auction take back more packaging material than the number of pieces corresponding to the purchases from REO Veiling. Exception to these rules are:

- Pallets are only reimbursed insofar as the delivery is accompanied by the return of the original reusable packaging on this pallet. The pallets from transactions with lost packaging are reimbursed. The buyer accepts the calculation carried out by REO Veiling.
- Reusable crates that are not the property of REO Veiling but have been provided by third parties (e.g. Euro Pool System) are only reimbursed insofar as these third parties take back these crates. The buyer also conforms to the conditions of use established by these third parties.
- Insofar as they are not incompatible with the previous provisions, the crates of the "Euro Pool System" can be returned without limitation.

8. LIABILITY

- The auction does not bear any responsibility for any damage as a result of, or caused by, products or objects of producers, buyers or third parties, that are present on the auction grounds, whether legitimately or not.
- Outside the opening hours of the auction, the buyer cannot trade or leave goods (purchased goods, vans, cars, transport and other material, packaging material, products of third parties, etc.) on the auction grounds or in the halls without the written and prior permission of the auction.
- It is prohibited to introduce or leave the packaging material that is not provided with a label of the company, of the common labels of Verbond Belgische Tuinbouwveiling "V.B.T" or of the common label of Flandria, on the auction grounds or in the halls without the written and prior permission of REO Veiling.

9. PLACE OF EXECUTION, APPLICABLE LAW, REGULATION OF DISPUTES

- The place of execution of the agreement is the place of the registered office of REO Veiling. The agreement is subject to Belgian legislation.
- In case of dispute, only the Commercial Court of Courtrai is competent. REO Veiling reserves the right to waive jurisdiction without waiving the other conditions.

*Ces conditions générales d'achat et de vente peuvent être obtenues en français sur simple demande. Toutefois, les termes du texte rédigé en langue néerlandaise ont toujours priorité sur la traduction qui en est faite en langue française.*