

# PURCHASE AND SALES CONDITIONS ALPHA FOOD



## ARTICLE 1

These conditions apply to all of Alpha Food Products B.V.'s (hereafter mentioned as "Alpha Food") transactions, unless expressly agreed otherwise in writing. The applicability of any other conditions is herewith explicitly rejected.

## ARTICLE 2

All goods sold and supplied by Alpha Food remain the property of Alpha Food until payment of invoice amount(s) and related costs are received in full.

## ARTICLE 3

In case of late, incomplete and/or non-payment without a notice of default being necessary 1% interest per month will be charged, whilst furthermore 10% extrajudicial costs will be charged. The cost of legal proceedings will be fully for debtor's account.

## ARTICLE 4

Alpha Food's liability is anyhow limited to the invoice amount(s) of the subject contract. Alpha Food will never be liable for any consequential damages such as for instance loss of profit.

## ARTICLE 5

All contracts concluded by Alpha Food are subject to force majeure and (local) government / EU measures.

## ARTICLE 6

All contracts concluded by Alpha Food are subject to Dutch law. Disputes under the subject contract will be settled by UNUM Arbitration ([see link](#)).

## ARTICLE 7

Claims against goods supplied by Alpha Food must be lodged in writing within 8 days of delivery and before processing of such goods. Failure to do so will waive any rights to claims for compensation of whatever nature.

In case damage / shortage is being noted upon unloading, immediately stop unloading and contact Alpha Food to discuss further steps. Information about our claim procedure can be found on the insurance certificate.

## ARTICLE 8

The delivery term(s) mentioned in contracts issued by Alpha Food (and its legal interpretation) is / are based on ICC's Incoterms 2020 ([see link](#)). Delivery times will always be indicative and are not guaranteed.

## ARTICLE 9

The payment term stated in Alpha Food's contracts is always subject to sufficient credit cover on your company on date of delivery. In case of insufficient credit cover, Alpha Food has the right to change payment term, postpone the delivery of goods and / or to cancel the order confirmation.

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Alpha Food Products B.V.

Visiting address:  
Mr. van Coothstraat 9  
5141 EP Waalwijk  
The Netherlands

Mailing address:  
P.O. Box 457  
5140 AL Waalwijk  
The Netherlands

Phone: +31 (0)416 330345  
Fax: +31 (0)416 331145  
E-mail: [info@alphagroup.nl](mailto:info@alphagroup.nl)  
Website: [www.alphagroup.nl](http://www.alphagroup.nl)