synerlogic

Terms of sale

The Synerlogic B.V. as well as each of its affiliated group companies Terms of Sale are filed with the registry of the court of Gelderland under number 22/2026.

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1. Definitions

Agreement: the agreement between Synerlogic and Client, including any appendices, including these Terms, which state the Assignment to be performed by Synerlogic.
Assignment: the work to be performed and/or supplies and/or services to be delivered by Synerlogic under the agreement.
Client: any party to whom Synerlogic issues an offer or quotation and/or with whom Synerlogic enters into an agreement, whether written or not.
Conditions: these Terms of Sale by Synerlogic.
Goods: material objects, including gasses, software and models, not packaging.
Service: an economic activity, other than performed by an employed person, normally carried out for a fee.
Synerlogic: the private company with limited liability Synerlogic B.V., registered in the Trade Register of the Chamber of Commerce under number 09110036, as well as all companies affiliated to Synerlogic B.V., including, but not limited to, CA FNZ Holding B.V. and In2Food B.V.

2. Applicability

2.1 These terms are applicable to all verbal and written agreements with and offers and quotations from Synerlogic, as well as to all requests to Synerlogic for the issuing of quotations.
2.2 Deviations from these Conditions are only possible when agreed in writing.
2.3 General conditions of Client, under whatever name, are expressly not applicable.
2.4 All offers from Synerlogic are without obligation and can be revoked or withdrawn by Synerlogic, even if the offer includes a term for acceptance.
2.5 The Agreement is deemed to be concluded when Synerlogic has confirmed this in writing and/or if Synerlogic has started to implement it.
2.6 In case the Agreement contains provisions deviating from these Conditions, the provisions of the Agreement prevail.

3. Delivery of Goods

3.1 If the Agreement (also) relates to the delivery of Goods by Synerlogic, the provisions of this article also apply to this.
3.2 Delivery of Goods takes place at the agreed place and date. Unless otherwise agreed in writing, the transport takes place in accordance with, and the packaging meets what can reasonably be expected on the basis of what is customary in the industry. If Client has specific wishes that deviate from the usual with regard to transport and/or packaging, Synerlogic will comply with this, provided that these have been agreed and Client has agreed in writing to pay the associated additional costs in advance.
3.3 Unless otherwise agreed, all dates or times stated in the Agreement are approximate only. Synerlogic will make reasonable efforts to ensure timely delivery and will keep the Client informed of any material deviation from agreed delivery dates or times. If no delivery dates are specified, Synerlogic will deliver the Goods within a reasonable period.
3.4 3.4 If the Client is obliged to issue statements regarding use, the Client will provide these to Synerlogic in a timely manner.
3.5 As soon as Synerlogic expects to exceed the agreed delivery time, Synerlogic will notify Client in writing, without Client being entitled to claim compensation for damage or costs or to invoke a right of suspension.
3.6 Synerlogic is authorised to refuse to load or fill material and/or packaging made available by Client if, in Synerlogic's opinion, this does not meet the (safety and/or other) requirements that may reasonably be set for it. In that case, Client cannot claim compensation for any damage or costs.
3.7 Packaging made available by Synerlogic to deliver Goods remains the property of Synerlogic. Client will take care of the storage and preservation of the packaging with due care. Client is not permitted to dispose of the packaging and/or use it for other purposes. Pack- aging must be returned as soon as possible by Client in the manner indicated by Synerlogic.
3.8 If Client refuses to receive Goods and/or does not do so expeditiously and/or refuses to sign the consignment note for receipt, Syner- logic is entitled to transport and store the Goods at the expense and risk of Client.
3.9 Client has the obligation to check the Goods and the packaging immediately after delivery of the Goods, but in any case within 2 hours after delivery. If the Goods and/or the packaging do not comply with what has been agreed upon, Client must inform Synerlogic about this within 12 hours of delivery. If Client does not report a complaint within the aforementioned period, any right of claim of the Client in this respect lapses.
3.10 Upon reception of the Goods – in particular when the Goods are of a chemical nature – Client is obliged to strictly follow the instructions of or on behalf of Synerlogic at all times.
3.11 Goods are unloaded at the expense and risk and under the responsibility of Client. Synerlogic is not liable for any damage caused by, during, and/or as a result of the unloading, unless there is intent on the part of Synerlogic.

4. Logistic Services and warehousing

4.1 If the Agreement (also) relates to the provision of logistic services and/or warehousing by Synerlogic, the provisions of this article also apply to this. Logistic services and warehousing include: all activities such as transport, freight forwarding, unloading, storage, safekeeping, handling, sampling, tending, packaging, transfer, withdrawal, loading, stock management, assembly, order handling, order picking, readying for shipment, invoicing, information exchange and management, courier management, handling returns, checking the traceability of products, quality control of the process, software system control and customs arbitration etc. with regard to Goods, to the extent that these have been agreed upon between Synerlogic and Client.

4.2 Tank cars and trucks used by or on behalf of Synerlogic must be (able to be) emptied immediately, but in any case within an hour and a half after arrival at the delivery location. Tank cars and trucks that have been made available by Client must be made available at the location and time specified by Synerlogic in a ready-to-load state. If Client does not comply with these obligations, the Client must reimburse Synerlogic for the consequent waiting time.

4.3 The consignment note provides compelling evidence of the condition, quantity and weight of the Goods delivered and of the date and place of delivery. The consignment note may be drawn up and sent to Client in the form of an electronic message.

4.4 Client is authorised to give orders regarding the method, place or date of delivery that deviate from what is laid down in the Agreement, provided that these orders do not prevent the normal business operations of Synerlogic. Synerlogic is entitled to refuse such orders on reasonable grounds. Client is then obliged to reimburse the related additional costs to Synerlogic.

4.5 Client is also entitled to visit and examine the stored goods if Client timely expresses this request in advance. Access will be provided during normal working hours and under the supervision of a Synerlogic employee. Synerlogic only grants access to its sites to employees and auxiliary persons of Client who have previously registered with Synerlogic by the Supplier and who have been approved by Synerlogic.

4.6 If Goods are subject to customs and excise provisions or to tax regulations or other government regulations, Client must provide all related information and documents in due time, so that Synerlogic is able to conduct the required actions in order to comply with the applicable laws and regulations.

4.7 Unless otherwise agreed upon, in addition to these Conditions, the following applies to the Agreement 1) the 'Physical Distribution Conditions dated 1 September 2000' (filed with the Amsterdam District Court under number 177/2000), 2) the AVC 2000 if national transport is involved and 3) the CMR convention in the case of international transport.

5. Production of Goods

5.1 If the Agreement (also) relates to the production of Goods by Synerlogic in accordance with the instruction(s) of Client, the provisions of this article also apply to this.

5.2 Client must provide Synerlogic with the production method in time, including all other relevant information. Errors and/or defects in the production method and/or other information and/or in raw materials and/or packaging materials supplied by Client and/or directions given by Client are at the expense and liability of Client. Synerlogic may assume, without further verification, the correctness, completeness and suitability of all that it receives from Client in this context. Client will indemnify Synerlogic in this respect against damages that have arised due to provisioning of incorrect information and claims from third parties.

5.3 Client is liable towards Synerlogic for the correct and timely provision of all information, calculations, licenses, permits, specifications, instructions and, if applicable, supply of raw materials and packaging materials, necessary to produce the Goods.

5.4 Client guarantees that its production method and/or the Goods produced therewith do not infringe any intellectual or industrial property right or other right of third parties and indemnifies Synerlogic against claims from third parties arising from any infringement or alleged infringement of any rights of third parties and the Client will reimburse Synerlogic all damages resulting therefrom..

6. Prices and payment

6.1 Unless otherwise stated, all prices are excl. VAT. If circumstances arise within 30 days after the conclusion of the Agreement that increase cost-determining factors, Synerlogic may pass these price changes on to Client.

6.2 Payment of the fees and all that Client further owes to Synerlogic, will be made no later than the due date, without suspension, deduction or settlement with a claim that Client has on Synerlogic by payment to an account specified by Synerlogic.

6.3 The payment term is 30 days after invoice date.

6.4 Whenever an amount due under the Agreement is not promptly paid on the due date, Client forfeits a penalty of 10% of the amount due per calendar month. A calendar month that has started counts as a full calendar month. This penalty does not affect Synerlogic's right to claim alternative or additional damages or to exercise other legal remedies.

6.5 Synerlogic is entitled to off-set (payments under) these claims against claims of Client, even if the claims arise from different legal relationships or are owed to different Synerlogic affiliated companies.

6.6 The provisions of Article 6: 119a of the Dutch Civil Code apply in the event of a delay in the payment of a sum of money.

7. Retention of title and intellectual property

7.1 If the Agreement provides for the sale or purchase of goods (whether or not to be produced) – unless otherwise agreed in writing – Client becomes owner of those Goods after full payment of the relevant invoice.

7.2 If and insofar as Client sells or resells Synerlogic Goods to third parties before it has fulfilled its payment obligation, Client is obliged to include a retention of title with the (re)sale and/or delivery, as well as a perpetual clause containing the obligation to (have others) include the retention of title with every subsequent sale and/or delivery. 7.3 All intellectual and/or industrial property rights that arise in the context of the execution of the Agreement become the property of Synerlogic and Synerlogic may thus register these rights. To the extent required, the Client agrees to provide all necessary cooperation with the registration of such rights.

8. Liability

8.1 Synerlogic is not liable for direct or indirect, punitive, consequential, tangible or intangible damage, however called, that Client or a third party suffers in connection with, or resulting from an Agreement with Synerlogic, error, shortcoming or omission of Synerlogic, a supplied, repaired or altered Good delivered by Synerlogic or service provided or by any (other) cause, unless:

a. Synerlogic is insured in this respect and the insurance is paid out. In that case, the total liability is always limited to the amount that is paid out under that insurance in the relevant case;

b. Client or the third party concerned demonstrates that the damage is due to intent or gross negligence of Synerlogic.

8.2 Insofar as it has been established in court that the limitation of liability described in 8.1 cannot be upheld, the compensation payable by Synerlogic – including fines – will (or can) never be higher than the amount that Client, under the Assignment from which the claim for damages arises, excluding VAT, has paid or owes Synerlogic.

8.3 The damage to be compensated by Synerlogic will be moderated if the price to be paid by Client is small in proportion to the extent of the stated damage suffered by Client.

8.4 In all cases, Synerlogic is never liable for indirect damage and/or consequential damage including, but not limited to, lost profit, depreciation of products, business stagnation, costs and/or damage in connection with a recall and/or missed savings.

8.5 Synerlogic is not liable for damage of any kind, because Synerlogic has relied on incorrect and/or incomplete data or (auxiliary) Goods provided by Client, unless this inaccuracy or incompleteness was obviously and clearly knowable. Synerlogic also not liable for damage, of whatever nature, as a result of incorrect and/or improper use and/or transport of Goods delivered by Client by and/or application thereof in violation of legal regulations.

8.6 Synerlogic is not liable for damage of any kind caused by or during the execution of the Agreement to items that are being worked on, or to items that are located in the vicinity of the place, where the work is being done.

8.7 Synerlogic is not liable for damage caused by auxiliary persons engaged by or at the request of the Client, regardless of the cause of the damage in question.

8.8 In all cases where Synerlogic is entitled to invoke the provisions of this article, any addressed employee(s) may also invoke it, as if the provisions of this article were stipulated by the employee(s) concerned.

8.9 Client will fully indemnify Synerlogic on first request, against all third-party claims against Synerlogic in respect of any fact for which the liability is excluded in these Conditions.

8.10 Client's right to compensation does not diminish its obligations to pay in accordance with the Agreement. Any right of the Client to offset or suspend payment is excluded.

9. Force majeure

9.1 In addition to the provisions of Section 6:75 of the Dutch Civil Code, force majeure means: factory failures, transport failures, strikes, supply stagnation and shortcomings and force majeure by third parties engaged by Synerlogic for the performance of this Agreement, regardless of whether these circumstances were foreseeable.

9.2 If there is force majeure on the part of Synerlogic, Synerlogic will inform Client as soon as possible and let them know when execution of the Assignment will be possible again. Synerlogic is not liable for the financial or other consequences of force majeure

9.3 If a situation of force majeure lasts longer than 90 days, Synerlogic is authorised to end the contract as a whole or in part. Client does not have this right.

10. Collateralisation

10.1 Synerlogic is entitled to request the Client to provide a bank guarantee in accordance with a model indicated by Synerlogic of an amount equal to at least 10% of the value of the Agreement or as much as Synerlogic deems reasonable, as a security for the correct fulfilment of the Clients obligations under the Agreement. The bank guarantee must remain valid for six months after the Agreement has ended.

10.2 Until the above-mentioned bank guarantee has been provided, Synerlogic is entitled to suspend its obligations under the Agreement.

10.3 If the bank guarantee is used and (partially) paid out, the Client will provide a new bank guarantee at Synerlogic's first request, which complies with article 10.1.

10.4 After an upward adjustment of the payment obligation, the Client is obliged to issue a new bank guarantee at Synerlogic's first request that complies with Article 10.1 and is adapted to the new size of the payment obligation.

10.5 Synerlogic has the right to request the Client to establish a lien on the delivered goods, documents and funds of the Client that Synerlogic has or will acquire. Upon first request, the Client will cooperate in this regard. If the buyer does not meet his obligation to pay the full amount of the sum due, including any additional costs, Synerlogic is entitled to enforce this lien..

11. Confidentiality

11.1 During the term of the Agreement as well as afterwards, Synerlogic and the Client will keep confidential all information they have acquired – directly or indirectly – from or about each other and that has been indicated to be confidential by nature, or of which the confidentiality could reasonably be suspected and will not use this information for any purpose other than to perform their respective obligations under the Agreement and these Terms.

11.2 Synerlogic and the Client are obliged to take measures to ensure that the aforementioned confidentiality obligation is also observed by their employees and any auxiliary persons. Confidential information is only shared with those persons for whom this information is necessary by virtue of their position and the execution of the Agreement.

11.3 If, in the context of the execution of the Agreement, Synerlogic and the Client have obtained information or Goods to which the confidentiality as referred to above applies, the party that has obtained the information or Goods must mark it as the property of the other party. and as "confidential". This information and Goods may only be used for the execution of the Agreement. Information and Goods are returned immediately at first request.

11.4 Parties may not make public statements about the Agreement without the prior written consent of the other party.

12. Termination and suspension

12.1 Unless otherwise agreed in writing, a fixed-term Agreement will always be tacitly renewed with one year after the expiry of that period, unless one of the Parties terminates the Agreement in writing by the end of the fixed term, with due observance of a notice period of at least six months.

12.2 If there is an Agreement for an indefinite period, it can only be cancelled if there are sufficient compelling grounds and with due observance of a reasonable notice period that will be at least six months. A reason for cancellation is only sufficiently compelling if there is an

urgent reason that can only be lifted by cancellation.
12.3 Synerlogic has the right to dissolve the Agreement whole or in part, in writing and with immediate effect and without judicial intervention, notwithstanding Synerlogic's right to compensation if:
a. Client does not perform its obligations under the Agreement within the period specified therein or Synerlogic has well-founded fear that the Client will not fulfill its obligations;
b. In the opinion of Synerlogic, the Client will not be able to perform its obligations under the Agreement within the period set therein;
c. On well-founded grounds the professional morality or professional integrity of the Client can be questioned;
d. Client makes relevant changes in its organisation, including changes in the corporate law structure or in the management of its company, or;
e. if the Client or a third party files an application for bankruptcy of the Client, or if the Client is declared bankrupt or applies for a moratorium of payment or a substantial part of the Client's assets is seized.
12.4 In the event that Synerlogic has an enforceable claim against Client or if Synerlogic has indications that Client will not proceed to payment, Synerlogic can exercise the right of retention. This right of retention extends to Goods and documents in the broadest sense of the word.
12.5 Client is not entitled to suspend the fulfilment of its obligations under the Agreement, even in the case of a dispute.

13. Effects of Termination
13.1 In the event of complete or partial dissolution, Synerlogic has the right, without prejudice to its right to compensation, to return or break down the goods already delivered but which can no longer be used and/or the work already carried out, at the Client's expense and to claim the (partial) payment due for these Goods or Services respectively, or to retain it if paid in advance.
13.2 Any claims that Synerlogic may have or acquire as a result of the dissolution of the Agreement, including any claim for compensation for damage and costs, are immediately due and payable in full.

14. Penalty clause
14.1 Any penalty clause under the Agreement or Conditions is immediately claimable regardless of whether the shortcoming is attributable and without prior notice of default being required. The fine is not amenable to moderation.
14.2 Synerlogic can claim fulfilment of the penalty clause as well as of the obligation to which the penalty clause is attached. Every penalty clause leave the rights of Synerlogic to claim additional or alternative compensation intact.

15. Complaints
15.1 Client can no longer invoke a defect in performance if he has not protested to Synerlogic in writing within a reasonable time after the defect was discovered or should reasonably have been discovered.
15.2 Complaints about invoices must be submitted in writing within 5 working days after receipt of the invoice. The objections submitted will be processed by Synerlogic, but will not suspend the Client's payment obligations.
15.3 The Client loses all rights and authorities that were available to him on the grounds of defect if he has not submitted a complaint within the aforementioned periods and/or if he has offered Synerlogic no or insufficient opportunity to repair the defects.

16. General
16.1 If two or more (legal) persons have jointly committed themselves as Client, they are always jointly and severally liable for all obligations arising from the Agreement.
16.2 If Client is a natural person, when entering into the Agreement, Client will grant Synerlogic permission to record and process the Client's personal data in a file.
16.3 If a provision of the Agreement or the Conditions should be invalid or be annulled, the other provisions will remain in full force. The invalid or annulled provision will be replaced by a provision that comes as close as possible to the intention of the original provision.
16.4 With the Agreement or the Conditions, Parties expressly do not intend to establish an agency, partnership, joint venture or employment relationship, unless expressly agreed otherwise in writing.
16.5 If, for whatever reason, the Agreement terminates, this does not affect the validity of provisions which by their nature are intended to continue, such as (but not limited to) provisions regarding confidentiality, guarantees and (intellectual) property rights.
16.6 The Dutch text of these Terms of Sale is the only authentic text. In the event of any discrepancy between the Dutch text and a translation into a foreign language, the Dutch text shall prevail.
16.7 All documentation materials or information provided digitally for the purpose of the Agreement is for information purposes only and does not bind Synerlogic unless otherwise agreed in writing.

17. Applicable law
17.1 Dutch law is exclusively applicable to the Agreement.
17.2 All disputes that cannot be settled amicably will be settled exclusively by the competent judge of the court in Gelderland.