

Hier ist die englische Übersetzung der Allgemeinen Geschäftsbedingungen (AGB) für **Megafarms**:

Megafarms B.V.

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Chamber of Commerce: 95404740

Terms and Conditions of Megafarms

§ 1 Scope of Application

1. These Terms and Conditions apply to all contracts for the sale and delivery of fruits and vegetables by Megafarms to entrepreneurs (§ 14 BGB), public law entities, or special public law funds.
 2. Deviating or conflicting terms and conditions of the buyer shall only become part of the contract if expressly confirmed in writing by Megafarms.
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§ 2 Offer and Conclusion of Contract

1. Offers made by Megafarms are non-binding and subject to change, unless explicitly stated otherwise.
 2. The contract is concluded upon written acceptance of the offer or confirmation of the order by Megafarms.
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§ 3 Delivery and Transfer of Risk

1. Delivery is made "DAP" (Delivered at Place) unless otherwise agreed in writing.
 2. Upon transfer of the goods to the buyer or their agents, the risk of accidental loss or deterioration of the goods passes to the buyer.
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§ 4 Complaints and Inspection Obligation

1. The buyer is obliged to inspect the goods immediately upon delivery. Complaints must be reported in writing within **10 hours** of receipt of the goods.
2. In case of a complaint, the goods remain the property of Megafarms until the matter is resolved with the relevant supplier.

3. The buyer is obligated to take all reasonable measures to prevent further damage to the goods, the interests of Megafarms, and the producers until the complaint is resolved.
 4. Megafarms reserves the right to retrieve the goods or appoint an independent assessor to evaluate the matter according to international standards for the fruit and vegetable trade.
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§ 5 Prices and Payment Terms

1. The stated prices are net, plus the applicable statutory value-added tax.
 2. Payments are to be made within **14 days of the invoice date** without deduction, unless otherwise agreed in writing.
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§ 6 Retention of Title and Transfer of Risk

1. Delivered goods remain the property of Megafarms until all claims arising from the business relationship, including ancillary claims, have been fully settled.
 2. Notwithstanding the above, for perishable goods, possession and risk of deterioration, loss, or damage shall transfer to the buyer no later than **10 hours after the goods arrive** at the agreed destination. The originally agreed purchase price remains fully payable, irrespective of any timely complaint.
 3. From this point onward, the buyer is solely responsible for proper storage and handling of the goods according to applicable laws and industry standards.
 4. Until the complaint is fully resolved, the goods remain the property of Megafarms. The buyer must ensure that the goods are kept in a manner that prevents further damage and does not harm the interests of Megafarms or the agricultural producers.
 5. Megafarms reserves the right to retrieve the disputed goods or appoint an independent assessor to evaluate the matter according to international standards for the fruit and vegetable trade.
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§ 7 Liability

1. Megafarms is only liable for damages caused by willful misconduct or gross negligence.
 2. For defects in the goods, Megafarms is liable in accordance with statutory provisions unless otherwise stated in these Terms and Conditions.
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§ 8 Force Majeure

1. Events of force majeure, such as natural disasters, strikes, or governmental actions, release Megafarms from the obligation to deliver on time.
 2. Megafarms will notify the buyer immediately upon the occurrence of such an event.
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§ 9 Certification Requirements

1. Megafarms prefers to work with agricultural producers and suppliers certified according to recognized standards, such as **GlobalG.A.P.** or an equivalent standard.
 2. Suppliers and producers are required to regularly prove compliance with certification requirements. Megafarms reserves the right to verify compliance through audits or engage third parties for verification.
 3. Non-compliance with the agreed certification standards may result in the rejection of the goods or claims for damages at Megafarms' discretion.
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§ 10 Miscellaneous

1. Changes or additions to these Terms and Conditions must be made in writing.
 2. The place of jurisdiction, where legally permissible, is the location of Megafarms.
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Das ist die englische Übersetzung der AGBs. Du kannst sie ebenfalls in ein Word-Dokument übertragen. Lass es mich wissen, wenn du weitere Anpassungen benötigst! 😊