

Megafarms B.V.

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Chamber of Commerce: 95404740

Terms and Conditions (T&C) of Megafarms B.V.

§ 1 Scope of Application

1. These Terms and Conditions apply to all contracts for the sale and delivery of fruits and vegetables by Megafarms B.V. (hereinafter “Megafarms”) to entrepreneurs pursuant to § 14 BGB, legal entities under public law, or special public law funds.
2. These Terms and Conditions apply worldwide, unless expressly agreed otherwise in writing.
3. Conflicting or deviating terms and conditions of the buyer shall not apply unless Megafarms has expressly agreed to their validity in writing.

§ 2 Conclusion of Contract

1. Offers made by Megafarms are non-binding and subject to change, unless expressly marked as binding.
2. Contracts may be concluded in writing, verbally (e.g. by phone), or electronically (e.g. via e-mail, SMS, or messaging services such as WhatsApp).
3. Megafarms confirms each order explicitly – either in writing or electronically.

§ 3 Delivery and Transfer of Risk

1. Delivery terms (e.g. DDP, EXW, FOB etc.) are based on the Incoterms® applicable at the time of the individual agreement.
2. Risk transfers in accordance with the Incoterm agreed in the individual contract.

§ 4 Prices, Payment Terms, and Acceptance

1. Unless expressly agreed otherwise in writing, the payment term shall be 30 calendar days net/net from delivery as defined by the applicable Incoterm.
2. For deliveries performed by Megafarms, the payment period begins upon proper delivery to the buyer or the designated delivery location.
3. Unqualified acceptance of the goods by the buyer or their agents shall be deemed full acceptance.
4. The remark “accepted with reservation” on freight documents, delivery notes or similar documents issued by Megafarms is legally invalid and expressly rejected.
5. In the absence of a justified and properly documented complaint under § 5, any acceptance is deemed complete and contractually compliant.

§ 5 Complaints, Retention of Title in Case of Damage, and Duty to Mitigate

1. The buyer is obliged to inspect the goods immediately upon delivery and to report any complaints by email to request@megafarms.eu.
2. Complaints must include:
 - Reference or order number
 - Photographs of the punnet, box, and label (including the producer's GGN number)
 - Description of the defect including the date and time of discovery
3. Notification of defects must be made within 10 hours of delivery during regular business hours, or within 24 hours for deliveries occurring on weekends, holidays, or nighttime.
4. The burden of proof for the existence of a defect lies with the buyer.
5. Megafarms trades fruits and vegetables in accordance with the applicable UNECE standards at the time of delivery (see: <https://unece.org/trade/agr/standard/fresh/FFV-Standards>).
6. Any quality specifications exceeding UNECE standards must be expressly agreed in writing before conclusion of the contract.
7. In the event of a complaint, the goods remain the exclusive property of Megafarms until a written decision on further handling is made.

8. The buyer must take all reasonable measures and refrain from any actions that could cause further harm to the goods or to the interests of Megafarms or its producers.
9. The goods must not be sold, processed, repackaged, or moved before release by Megafarms.
10. The goods must be stored under suitable conditions until the complaint is resolved.

§ 6 Liability

1. Megafarms shall not be liable for any damages caused by third parties through gross negligence or willful misconduct.
2. Any further liability – especially for indirect damages, consequential damages, or loss of profit – is excluded, unless mandatory statutory provisions require otherwise.

§ 7 Force Majeure

1. Events of force majeure, as well as unforeseeable, unavoidable events beyond Megafarms' control, release Megafarms from its obligations for the duration and scope of the disruption.
2. Megafarms will notify the buyer without undue delay of the occurrence of such events.

§ 8 Certifications

1. Megafarms works primarily with producers and suppliers certified under recognized standards, such as GlobalG.A.P. or equivalent systems.
2. Suppliers are obliged to immediately notify Megafarms of the loss of any certification and must proactively submit valid certificates.
3. Megafarms reserves the right to verify compliance through audits or appointed third parties.

§ 9 Final Provisions

1. Amendments or additions to these Terms and Conditions must be made in writing. This also applies to any waiver of the written form requirement.
2. Place of performance and jurisdiction – where legally permissible – is Eindhoven, The Netherlands.

3. Dutch law shall apply exclusively, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).