

# PURCHASE AND SALES CONDITIONS ALPHA



## ARTICLE 1

These conditions apply to all of Alpha Milkpowders Holland B.V.'s (amongst which Alpha Nutrition Holland) & Alpha Waalwijk B.V.'s (hereafter mentioned together as "Alpha") transactions, unless expressly agreed otherwise in writing. In addition to these purchase and sales conditions, the MPC Conditions apply (filed at the Registry of the District Court of The Hague under number 53/2017 on 15 November 2017, [see link](#)).

In case the MPC Conditions are in contradiction with our purchase and sales conditions, the latter conditions prevail over the MPC Conditions. The applicability of any other conditions is herewith explicitly rejected.

## ARTICLE 2

All goods sold and supplied by Alpha remain the property of Alpha 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's liability is anyhow limited to the invoice amount(s) of the subject contract. Alpha will never be liable for any consequential damages such as for instance loss of profit.

## ARTICLE 5

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

## ARTICLE 6

All contracts concluded by Alpha are subject to Dutch law. Disputes under the subject contract will be settled by MPC Arbitration. Parties will first try to resolve the dispute through MPC Mediation, before submitting a dispute to arbitrators, unless both parties indicate that mediation is pointless.

## ARTICLE 7

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

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Alpha Milkpowders Holland

Alpha Trading Company

Alpha Nutrition Holland

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