

Article 1 – Definitions

1. The following definitions apply in these general purchase conditions:

“ WeBuyApples ” WeBuyApples CV, located in Amsterdam;

"Supplier" Any party who has an Agreement with WeBuyApples enters into or has entered into, as well as any party that matters to WeBuyApples and / or provides or has provided services;

"Agreement" Any agreement and / or (legal) act between WeBuyApples and the Supplier in connection with the purchase of goods and / or services by WeBuyApples from the Supplier, as well as all other by WeBuyApples assignments given to the Supplier;

Article 2 - Applicability

1. These general purchase conditions apply to all requests for quotations, offers, orders and assignments from WeBuyApples, and on every Agreement and on all (legal) acts between WeBuyApples and the Supplier.
2. Deviations from or additions to these general terms purchase conditions as well as general conditions of a Supplier are expressly rejected and application thereof, however described, is expressly excluded.
3. When the content of an Agreement differs from the content of these general purchase conditions, the content of the Agreement precedence.

Article 3 - Formation of the Agreement

1. Initial quotations and offers to the Supplier must be submitted considered a non-binding offer based on the state of the products as described by the Supplier.
2. Within 10 working days of receipt of the products WeBuyApples will make WeBuyApples a binding offer through by email or other written means, or the non keep a binding offer and designate it as a binding offer.
3. An Agreement is only concluded by acceptance by the Supplier of a binding offer from WeBuyApples by email or other written confirmation.

4. Oral orders and assignments do not bind WeBuyApples, unless WeBuyApples confirms this in writing.
5. An acceptance of or payment for goods supplied by the Supplier goods or services does not constitute acceptance of the deviation.
6. WeBuyApples reserves the right to make the non-binding offer including numbers, properties, requirements and specifications of the goods and services purchased. When purchasing matters can the
7. WeBuyApples reserves the right to make its non-binding offer or to revoke a binding offer if the Supplier does not within 2 weeks of receipt in writing.
8. If the Supplier does not agree with the binding offer of WeBuyApples are all costs involved in preparing it offer, as well as the transport costs, at the expense of the Supplier In addition, the Supplier is responsible for collecting the Products.

Article 4 - Prices

1. Unless expressly agreed otherwise in writing, are agreed prices inclusive of all costs and exclusive of all taxes.
2. The price per product will depend on the qualification of it product concerned, being class A, B, C, D or E. It is non-binding offer will be based on representations of the Supplier. WeBuyApples will make the binding offer of the products have checked and qualified. WeBuyApples uses for this the term sheet 'Quality Control', as published on the website of WeBuyApples (www.webuyapples.nl).

Article 5 - Invoicing and Payment

1. Invoicing takes place unless explicitly agreed otherwise in writing monthly place. WeBuyApples has the right to reject invoices that are not comply with legal requirements unpaid. Submit invoices to be sent to finance@WeBuyApples.nl.
2. WeBuyApples will pay within 10 business days of accepting it binding offer and receipt of the correct invoice, including all accompanying documentation.
3. WeBuyApples is authorized to make its due and payable claims against the to settle the Supplier against its due and payable debts to the Supplier.

Article 6 - Delivery

1. Goods are considered to be delivered when a person authorized to do so on behalf of WeBuyApples for receipt of the goods.
2. Unless expressly agreed otherwise, the Supplier is not authorized to make partial deliveries.
3. The Supplier will immediately notify WeBuyApples if the Supplier exceeding the agreed delivery term expected.

Article 7 - Packaging and shipping

1. The supplier will pack and pack purchased goods at its expense ship in accordance with applicable regulations. The supplier is liable for the damage caused by insufficient or incorrect packing. Supplier is responsible for taking out a insurance for damage occurring during or during transport.

Article 8 - Inspections

1. WeBuyApples is authorized to dispose of purchased items both before and at the to have the delivery inspected by officials it has for that purpose designated. The Supplier serves all necessary for this to cooperate. The Supplier may assess the results of a inspection does not derive any rights. All costs related to inspections and re-inspections are at the expense of the Supplier, except for the costs of the designated by WeBuyApples inspection officers.

Article 9 - Ownership and risk

1. The ownership and risk of the purchased items are transferred WeBuyApples at the time of acceptance of the binding offer, if and insofar as delivery has already taken place.
2. Goods that WeBuyApples provides to the The Supplier makes available and goods that the Supplier for the purpose of the Agreement are the property of WeBuyApples and are identified as such by Supplier featured for WeBuyApples.

Article 10 - Warranty

1. The Supplier guarantees that the goods and services to be delivered comply with the Agreement. This warranty includes at least Which:
 - a. the properties, quality and reliability of the goods or services are fully in accordance with the provisions of the Agreement, specified specifications and reasonable expectations of WeBuyApples;
 - b. the goods are of the quality described and free from defects and rights of third parties
 - c. the goods or services are suitable for the purpose for which they appear the Agreement;
 - d. the goods or services comply with applicable legal requirements and the usual norms and standards;

2. If it is delivered - regardless of the results of previous inspections - it appears that the Supplier does not comply with the Agreement the goods and / or services for his account, on first demand and on choice of WeBuyApples within a reasonable period to be determined and the Agreement will be dissolved in accordance with the provisions of article 15 of these general purchasing conditions.

Article 11 - Liability

1. The Supplier is liable for all damage WeBuyApples suffers as due to a failure to fulfill the obligations of the Supplier and / or as a result of the act or omission of the Supplier or its personnel or third parties engaged by it.
2. The Supplier indemnifies WeBuyApples against all claims from third parties in connection with the Agreement.
3. The Supplier will take care of itself against liability if referred to in this article 11 and otherwise under all normal conditions adequately insure insurable risks of its business operations and keep insured, at your own risk and at your own discretion.
4. WeBuyApples is not liable for any damage suffered to the side of the Supplier, unless the damage is the result of intent or deliberate recklessness of the managerial staff of WeBuyApples.

Article 12 - Confidentiality and obligation to provide info

1. Parties are obliged to observe strict confidentiality with regard to any confidential information given to them in the context of the becomes aware of the (implementation of) the Agreement. As confidential information is in any case considered all by WeBuyApples in in the context of a non-binding offer or a binding offer mentioned purchase prices and other information that is considered confidential classified or of which confidentiality must reasonably be understood pertaining to the trade secrets of a party, and / or entrusted to a party in connection with the implementation of the Agreement, as well as the content of the Agreement. This one duty of confidentiality does not apply to information that is generally known has been or will be without blame on the receiving party.

2. Without the prior written consent of WeBuyApples, it is the Supplier does not allow the WeBuyApples name in advertisements and use other commercial communications.
3. In the event that the Supplier fulfills the confidentiality obligation of Article 12.1, he forfeits to WeBuyApples immediately due and payable a fine of € 50,000, without prejudice to WeBuyApples' rights to pay the actual damage suffered by it to the Supplier stories.

Article 13 - Force majeure

1. If one of the parties for a period of 30 days as a result of force majeure are obligations under the Agreement cannot be fulfilled or as soon as it has reasonably been established state that the force majeure period will last for at least 30 days, the other party has the right to by registered mail write to cancel the Agreement with immediate effect, without any right to compensation arising.

Article 14 - Transfer of rights and obligations; Outsourcing

1. The parties will not implement the Agreement or parts thereof outsource to third parties and their rights and obligations from the Do not transfer the agreement in whole or in part to third parties, without prior written consent of the other party

Article 15 - Suspension; Dissolution; Termination

1. Without prejudice to the provisions of Article 4.4, and without prejudice to the law to claim damages, either party may fulfill its obligations under the Agreement without any obligation to suspend compensation in whole or in part or the

1. Agreement in whole or in part with a written notification out of court in the event that (there is a reasonable expectation that):
 - a. the other party fails to comply with one of them obligations under the Agreement;
 - b. attachment is levied against the other party;
 - c. the other party is granted a moratorium on payments;
 - d. the bankruptcy of the other party is filed for or pronounced;
 - e. the other party has a payment arrangement with one or more of them affects creditors;
 - f. the other party is placed under guardianship or management;
 - g. the business of the other party is closed down, sold or lifted; or
 - h. the other party negatively influences the reputation of the other party.
2. In the event of dissolution, the risk of goods already delivered shifts to the Supplier. The items are then at the disposal of the Supplier and must be collected by him. The Supplier will what has already been paid by WeBuyApples in respect of the dissolved Refund Agreement Immediately.

Article 16 - Invalidity of one or more provisions

1. The invalidity of one of the provisions of the Agreement and / or these general purchase conditions will be the validity of the other provisions of the Agreement and / or these purchase conditions unaffected.
2. If and insofar as one of the provisions of the Agreement and / or these general purchase conditions are invalid or according to the principles of reasonableness and fairness under the given circumstance is unacceptable, a provision will apply between the parties that is acceptable in all circumstances.

Article 17 - Other provisions

1. Parties will comply with all applicable laws and regulations, including but not limited to laws and regulations relating to privacy, competition, export control and anti-corruption.
2. The Supplier will make an active effort to ensure that its products, packaging, raw and auxiliary materials the environment as little as possible tax. The Supplier must at its own expense take care of timely obtaining the consents, permits or licenses required necessary for the performance of the Agreement and for compliance of the conditions set therein.

Article 18 - Applicable law, Disputes

1. The legal relationships between WeBuyApples and the Supplier become governed by Dutch law, with the exclusion of Vienna Purchase Agreement (CISG).
2. The competent court in the district of Amsterdam is exclusive authorized to hear all disputes between WeBuyApples and the Supplier.