



Preface

Below you will find our General Terms and Conditions. These always apply when you use or place an order through our Websites, Apps, Weighing Systems or other services and products provided by Dairy Applications BV and contain important information for you as a buyer. Please read the General Terms and Conditions carefully. We also recommend that you save or print these terms and conditions so that you can read them again at a later time.

Definitions

Dairy Applications BV: established at Feanhûsterpaad 24, 9263 RN Garyp in the Netherlands and registered with the Chamber of Commerce under registration number 62303279 trading under the name Dairy Applications.

Website: the website of Dairy Applications BV, which can be consulted at www.dairyapplications.com and all associated sub domains or affiliated domains.

Web portal: the web portal of Dairy Applications BV, which can be consulted at www.tmrfeeding.com and all associated sub domains or affiliated domains.

Customer: the natural or legal person, whether or not acting in the exercise of a profession or business, who enters into an agreement with Dairy Applications BV and / or has registered on the Website.

Agreement: any agreement or agreement between Dairy Applications BV and the Client, of which agreement the General Terms and Conditions form an integral part.

General Terms and Conditions: the present General Terms and Conditions.

Applicability of General Terms and Conditions

The General Terms and Conditions apply to all offers, agreements and deliveries of Dairy Applications BV, unless expressly agreed otherwise in writing. If the Client includes provisions or conditions that deviate from or do not appear in the General Terms and Conditions in its order, confirmation or notification, which include acceptance, these are only binding for Dairy Applications BV if and insofar as these have been expressly accepted in writing by Dairy Applications BV. In the event that specific product or service conditions apply in addition to these General Terms and Conditions, those conditions also apply, but the Customer can always invoke the applicable provision that is most favourable to him in the event of conflicting conditions.

Prices and information

All prices stated on the Website and in other materials originating from Dairy Applications BV are exclusive of VAT and, unless otherwise stated, other levies imposed by the government and third parties.

If shipping costs are charged, this will be clearly stated in time for the conclusion of the Agreement. In addition, these costs will be shown separately in the ordering process.

The content of the Website has been compiled with the utmost care. However, Dairy Applications BV cannot guarantee that all information on the website is correct and complete at all times. All prices and other information on the Website and in other materials originating from Dairy Applications BV are therefore subject to manifest programming and typing errors.

Conclusion of the Agreement

The Agreement is concluded at the moment of acceptance by the Customer of the offer of Dairy Applications BV and compliance with the conditions set by Dairy Applications BV.



If it appears that the Client has provided incorrect information when accepting or otherwise entering into the Agreement, Dairy Applications BV has the right to only fulfill its obligation after the correct information has been received.

Dairy Applications BV can, within legal frameworks, inform itself whether the Client can meet its payment obligations, but also of all facts and factors that are important for a responsible conclusion of the Agreement. If, based on this investigation, Dairy Applications BV has good reasons not to enter into the Agreement, it is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

Registration

In order to use the Web Portal, the Client must register on the Web Portal.

During the registration procedure, the Customer chooses a username and password with which he can log in to the Website after registration. The customer is responsible for choosing a sufficiently reliable password. The customer must keep his login details, his username and password strictly confidential. Dairy Applications BV is not liable for misuse of the login details and may always assume that a Customer who registers on the Website is actually that Customer.

Everything that happens through the Client's account is the responsibility and risk of the Client.

If the Client knows or suspects that his login details have become unauthorized, he must change his password as soon as possible and / or notify Dairy Applications BV so that Dairy Applications BV can take appropriate measures.

Implementation of the Agreement

As soon as the order has been received by Dairy Applications BV, Dairy Applications BV will send any physical products as soon as possible after payment.

The delivery of the TMR feed management software services are covered by the software / user license agreement of Dairy Applications BV.

Dairy Applications BV is entitled to engage third parties to perform the obligations arising from the Agreement.

Dairy Applications BV advises the Client to inspect the delivered physical products and to report the defects found within a reasonable time, preferably in writing or by email. See also the Article regarding warranty and conformity.

As soon as the products to be delivered have been delivered to the specified delivery address, the risk, with regard to these products, is transferred to the Customer. If expressly agreed otherwise, the risk will already pass to the Customer earlier. If the Customer decides to collect the products, the risk passes when the products are transferred.

Dairy Applications BV is entitled to deliver a similar product of similar quality as the ordered product, if the ordered is no longer available. The customer is then entitled to terminate the agreement free of charge and to return the product free of charge.

Right of withdrawal / return

The customer has the right to dissolve the remotely concluded Agreement with Dairy Applications BV within 14 calendar days after confirmation of purchase, without giving reasons, free of charge. This right expires when materials are installed and an account is created.



The period commences on the day after the Customer has made a purchase (verbally or in writing).

Only the direct costs for a possible return shipment will be borne by the Customer. The customer must therefore bear the return costs himself. If these costs are higher than the regular postal rate, Dairy Applications BV provides an estimate of these costs.

Products can be returned to:

Dairy Applications BV
Feanhûsterpaad 24
9263 RN Garyp
The Netherlands

Amounts already paid by the Customer (in advance) will be refunded to the Customer as soon as possible, but no later than 14 days after termination of the Agreement and the returns, in the same way that the Customer has paid the order. If the Customer has opted for a more expensive method of delivery than the cheapest standard delivery, Dairy Applications BV does not have to reimburse the additional costs for the more expensive method.

Unless Dairy Applications BV offers to collect the product itself, Dairy Applications BV may wait to pay back until Dairy Applications BV has received the product or until the Customer demonstrates that it has returned the product, whichever is earlier.

The Website clearly states, in good time before the conclusion of the Agreement, whether or not the right of withdrawal applies and any desired procedure.

The right of withdrawal **does not apply** to:

- Products that have been created by the entrepreneur in accordance with the Client's specifications; Audio and video recordings and computer software of which the Customer has broken the seal.
- The delivery of digital content other than on a tangible medium if the execution has begun with the express prior consent of the Customer and he has declared that he will lose his right of withdrawal.

Payment

Dairy Applications BV is free in the choice of offering payment methods and these can also change from time to time. In case of payment for delivery, the Customer must pay in advance of the delivery / installation. Subscription costs for the use of the software products are monthly or annually, depending on the chosen subscription, must also be paid in advance.

If possible, the Customer issues an authorization for the collection of the subscription costs.

If the Customer does not meet his payment obligation (s) in time, this will be after he has been informed by Dairy Applications BV of the late payment and Dairy Applications BV has granted the Customer a period of 14 days to still meet his payment obligations. . After payment has not been made within this 14-day period, Dairy Applications may decide to suspend or stop the service.

Warranty and conformity

This article only applies if there is a Customer who does not act in the exercise of his profession or business. If Dairy Applications BV gives a separate warranty on the products, this applies to all types of Customers, without prejudice to what has just been stated.



Dairy Applications BV guarantees that the products comply with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement. If specifically agreed, Dairy Applications BV also guarantees that the product is suitable for other than normal use.

A guarantee provided by Dairy Applications BV, manufacturer or importer does not affect the legal rights and claims that the Customer already has and can invoke under the Agreement. If the delivered product does not comply with the Agreement, the Customer must inform Dairy Applications BV within a reasonable period after he has discovered the defect. If Dairy Applications BV considers the complaint to be justified, the relevant products will be repaired, replaced or reimbursed after consultation with the Client. The maximum compensation is, with due observance of the Article on liability, equal to the price paid by the Customer for the product.

Complaints procedure

If the Customer has a complaint about a product (in accordance with Article regarding warranty and conformity) and / or about other aspects of the services provided by Dairy Applications BV, he can submit a complaint to Dairy Applications BV by telephone, e-mail or post. See the contact details at the bottom of the Terms and Conditions.

Dairy Applications BV gives the Client a response to his complaint as soon as possible, but in any case within 10 days of receipt of the complaint. If it is not yet possible to give a substantive or final response, Dairy Applications BV will confirm within 10 days of receipt of the complaint and give an indication of the period within which it expects to give a substantive or final response to the complaint from Customer.

Liability

This Article applies only if the Client is a natural or legal person who acts in the exercise of his profession or business.

The total liability of Dairy Applications BV towards the Client due to an attributable shortcoming in the fulfilment of the Agreement is limited to compensation of a maximum of the amount of the price stipulated for that Agreement (including VAT) and a maximum of 1 month's subscription.

Liability of Dairy Applications BV towards the Customer for indirect damage, including in any case - but expressly not exclusively - including consequential damage, loss of profit, missed savings, loss of data and damage due to business interruption, is excluded.

Apart from the cases referred to in the previous two paragraphs of this Article, Dairy Applications BV is not liable to the Customer for any compensation whatsoever, regardless of the grounds on which an action for compensation would be based. However, the restrictions referred to in this Article will lapse if and insofar as damage is the result of intent or gross negligence on the part of Dairy Applications BV.

The liability of Dairy Applications BV towards the Client due to an attributable shortcoming in the fulfilment of an agreement only arises if the Client immediately and properly declares Dairy Applications BV in default in writing, thereby setting a reasonable period for remedying the shortcoming, and Dairy Applications BV also after that continues to fall short in the fulfilment of its obligations. The notice of default must contain as detailed a description as possible of the shortcoming, so that Dairy Applications BV is able to respond adequately.

A condition for the creation of any right to compensation is always that the Customer reports the damage to Dairy Applications BV in writing as soon as possible, but no later than 30 days after it arises.



In case of force majeure, Dairy Applications BV is not obliged to compensate for any damage caused to the Client.

Retention of title

As long as the Customer has not made full payment for the entire agreed amount, all delivered goods remain the property of Dairy Applications BV.

Personal data

Dairy Applications BV processes the customer's personal data in accordance with privacy legislation.

Final provisions

Dutch law applies to the Agreement. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the Agreement will be submitted to the competent Dutch court in the district where Dairy Applications BV is established.

If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In that case, the parties will determine (a) new provision (s) as replacement, which will give shape as much as possible to the intention of the original provision.

In these Terms and Conditions, "in writing" also includes communication by e-mail and fax, provided that the identity of the sender and the integrity of the e-mail are sufficiently established.

Contact details

If you have any questions, complaints or comments after reading these General Terms and Conditions, please do not hesitate to contact us in writing or by e-mail.

Dairy Applications BV
Feanhuster Path 24
9263 RN GARYP
the Netherlands
Email: info@dairyapplications.com