Terms and conditions

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# General terms Seafarma B.V. with its registered office in Spijkenisse

1. "Seafarma B.V." refers to Seafarma B.V., a company registered in Hoogvliet, Netherlands, and listed in the Rotterdam Chamber of Commerce under registration number 24274073.

2. "Purchaser" refers to any individual or legal entity that has or intends to enter into an agreement with Seafarma B.V. This also includes their representatives, authorized agents, and legal successors.

# Article 1: General/Applicability

1. These terms apply to all offers and agreements between Seafarma B.V. and the Purchaser, covering all products, services, and activities provided by Seafarma B.V.

2. Any changes to these terms are only valid if agreed upon in writing by both Seafarma B.V. and the Purchaser.

3. The Purchaser's own terms and conditions, even if mentioned in their documents, are not accepted.

4. Seafarma B.V.'s offers are non-binding and do not create any obligation unless confirmed in writing.

5. A contract is only official once Seafarma B.V. has either confirmed the Purchaser’s order in writing or has started carrying out the order.

6. If Seafarma acts as a freight forwarder (including tax representation), the latest version of the Dutch Forwarding Terms (FENEX), as registered in Dutch courts, will apply in addition to these terms.

# Article 2: Prices

1. All prices are net prices and do not include VAT, transport, or packaging costs, unless explicitly agreed otherwise in writing. Prices are based on the rates and exchange rates at the time of the offer.

2. If costs such as material prices, freight charges, wages, taxes, import duties, or other government-imposed expenses increase after the agreement is made but before delivery, Seafarma B.V. has the right to adjust the price accordingly. Other factors, such as exchange rate fluctuations, raw material costs, or supplier price changes, may also result in price increases. The Purchaser cannot cancel the agreement due to these changes.

3. Seafarma B.V. will notify the Purchaser in writing about any price increases.

# Article 3: Delivery of items, services and other activities, providing samples

1. Delivery will be "ex works" (as per Incoterms latest version) unless otherwise agreed in writing. This means the Purchaser is responsible for transport and associated costs.

2. Partial deliveries are allowed and will be charged immediately.

3. Delivery timelines and service implementation periods are estimates and are not binding on Seafarma B.V.

4. If delivery takes longer than expected, the Purchaser cannot claim compensation, cancel the agreement, or suspend their obligations, unless permitted by mandatory legal provisions. Seafarma B.V. fulfills its delivery obligation by offering the goods once. A signed receipt from the Purchaser or their representative is considered proof of delivery.

5. If the Purchaser fails to accept the delivery on time, Seafarma B.V. may store the goods at the Purchaser’s risk or sell them to a third party. Any storage or related costs will be charged to the Purchaser.

6. If the Purchaser fails to provide necessary information for delivery on time, the delivery period will automatically be extended by the same delay period.

7. Samples provided are for reference only and do not guarantee that the final product will exactly match the sample.

# Article 4: Payment

1. Payments must be made within 14 days of the invoice date, unless otherwise agreed in writing.

2. If payment is late, the Purchaser is automatically in default without the need for a formal notice. Interest will be charged from the due date. The Purchaser is also responsible for any collection costs beyond standard reminders or simple administrative actions. These costs are as following:

* 15% on the first €5,000 of the unpaid amount.
* 10% on any amount exceeding €5,000.
* A minimum charge of €800 for collection costs.

3. The Purchaser cannot offset any claims they have against Seafarma B.V. with payments they owe to Seafarma B.V.

4. Payments made by the Purchaser will first be applied to:

* Collection and legal costs,
* Interest owed,
* Outstanding invoices (starting with the oldest invoices first, regardless of payment instructions).

# Artikel 5: Packaging

1. Seafarma B.V. will decide on the packaging and labeling of its medicines, ensuring compliance with relevant laws and regulations.

2. The Purchaser is responsible for properly storing and disposing of empty or used packaging in accordance with legal requirements.

3. If returned packaging is damaged or incomplete, Seafarma B.V. may charge the Purchaser for repair, replacement, or missing parts based on fairness and reasonableness. If a deposit was charged, Seafarma B.V. may deduct these costs from the deposit refund and recover any additional expenses if necessary.

# Article 6: Retention of title, right of pledge and right of retention

1. Seafarma B.V. retains ownership of all supplied items until the Purchaser has fully met all payment and contractual obligations. This ownership also extends to:

* (i) Any new products made using the supplied items.
* (ii) Any payments due for products, services, or other activities provided under this or any other agreement.
* (iii) Any claims for damages, legal costs, interest, fines, or penalties resulting from the Purchaser’s failure to meet their obligations.

2. If the Purchaser fails to meet their obligations, Seafarma B.V. has the right to reclaim the supplied items immediately, without prior notice, warning, or legal intervention. The Purchaser must return the items and allow Seafarma B.V. access to any location where its goods are stored.

3. Any goods, funds, insurance proceeds, or documents held by Seafarma B.V. on behalf of the Purchaser serve as collateral for any outstanding debts or claims Seafarma B.V. has against the Purchaser.

4. Seafarma B.V. has the right to retain any items, funds, or documents in its possession until all outstanding claims against the Purchaser have been settled.

5. If the Purchaser does not pay the amount owed, Seafarma B.V. is entitled to sell the retained items publicly, following legal procedures, to recover its losses.

# Article 7: Failures; examination and time limits for lodging a complaint

1. For delivered items:

* The Purchaser must inspect the items within 14 days of delivery and report any visible defects within 5 days after this inspection period.
* If no complaint is made within this time, the Purchaser loses the right to claim against Seafarma B.V.
* If defects are discovered later during use or consumption, they must be reported within 14 days of discovery, but no later than 2 months after delivery.
* If the item has an expiry date, the Purchaser cannot make any claims after this date has passed.

2. For services and other activities:

* The Purchaser must inspect the work within 14 days after completion and report any visible issues within 5 days after this period.
* Hidden defects discovered later must be reported within 14 days of discovery, but no later than 2 months after completion.
* Failure to report within these timeframes means the Purchaser loses the right to claim against Seafarma B.V.

3. Even if the Purchaser has complaints about defects, they must still pay the full agreed price on time.

# Article 8: Guarantee provision

1. Seafarma B.V. guarantees that all supplied items, services, and activities meet standard quality requirements and are free from defects (subject to Article 7 on complaint deadlines). If third-party products or services are used, the guarantee is limited to what the third party provides.

2. The guarantee lasts for 2 months from the delivery of items or completion of services. If an item has an expiry date, the guarantee ends when that date expires. Any defects discovered after the guarantee period cannot be claimed, and the Purchaser loses the right to legal action.

3. If an item is defective under the guarantee, Seafarma B.V. will decide whether to replace, repair, or compensate the Purchaser at no cost, as long as the complaint was submitted on time (as per Article 7).

* Returned items for repair or replacement are sent at the Purchaser’s risk.
* If services or activities are faulty, Seafarma B.V. will fix the issue at no charge, provided the complaint was submitted on time.

4. The guarantee does not apply if the defect is caused by:

* Government regulations on materials.
* Failure to follow instructions from Seafarma B.V. or the manufacturer.
* Incorrect, improper, or misuse of the product.
* Poor handling by an incompetent person.
* Lack of or improper maintenance.
* Using the product for purposes it was not intended for.

5. The guarantee only applies to the Purchaser and cannot be transferred to others.

6. Seafarma B.V. is not required to provide a guarantee if the Purchaser has not fulfilled their obligations (e.g., unpaid invoices).

# Article 9: Liability

1.Seafarma B.V.'s liability is limited to the amount covered by its liability insurance.

* If the insurance does not cover the claim, liability is capped at the net invoice value of the affected items, services, or activities, with a maximum of €10,000 per incident or related series of incidents.
* The only exception is if the Purchaser proves that the loss was caused by deliberate intent or reckless behavior by Seafarma B.V. or its managers.

2. Seafarma B.V. is not liable for losses caused by improper use, processing, or handling of supplied items, even if this violates industry standards.

3. Seafarma B.V. is never liable for:

Losses caused by employees or third parties acting with intent or reckless behavior. Indirect losses, including:

* Losses from defective products.
* Consequential damages.
* Lost profits or missed savings.
* Costs due to product recalls.
* Business disruptions, lost customers, or reputational damage.

Damage to property that is in Seafarma B.V.'s care but not owned by them, including damage to items near the work area during services or activities.

4. Statements about product quality, composition, treatment, or usage possibilities do not legally bind Seafarma B.V., unless explicitly stated in writing as a guarantee.

# Article 10: Suspension, termination and dissolution

1. Seafarma B.V. has the right to suspend or immediately terminate the agreement (fully or partially) through a written notice, without warning or legal intervention, and without owing any compensation, if:

* The Purchaser is bankrupt, has applied for bankruptcy, a payment suspension, or has been placed under administration.
* The Purchaser has failed to meet any payment or other obligations under the agreement, or it is clear they will not be able to fulfill them.
* Seafarma B.V. has reason to believe the Purchaser cannot or will not fulfill their obligations.The Purchaser decides to shut down or liquidate their business.
* The Purchaser loses control over their assets, is placed under guardianship (if an individual), or passes away.

2. If any of these conditions occur, all outstanding payments owed to Seafarma B.V. by the Purchaser become immediately due in full.

# Article 11: Circumstances beyond one’s control

1. Seafarma B.V. is not responsible for fulfilling its obligations or paying compensation if unforeseen events beyond its control prevent it from doing so. These include:

* Disruptions caused by external events, such as war, mobilization, fire, explosions, theft, natural disasters, job strikes, road blockades, transport issues, government restrictions, or workplace accidents.
* Illness of Seafarma B.V. employees or third-party staff involved in fulfilling the agreement.
* Shortages of essential raw materials or supplies needed to provide products or services.
* Unexpected delays from suppliers or third parties that Seafarma B.V. relies on.
* Failure of the Purchaser or third parties to comply with government regulations or instructions affecting the agreement.
* Any failure to perform a task that was not specifically assigned to Seafarma B.V.
* Any other unavoidable or uncontrollable circumstances, even if they were foreseeable when the agreement was made. This also applies to third parties working for Seafarma B.V. who experience similar disruptions.

2. If such circumstances make it impossible to fulfill the agreement, the Purchaser may only cancel the agreement if it cannot be executed at all.

# Article 12: Indemnification Purchaser

1. The Purchaser must protect Seafarma B.V. from any third-party claims related to the delivery of products, services, or other activities by Seafarma B.V.
2. As part of this obligation, the Purchaser must cover reasonable legal defense costs if Seafarma B.V. faces third-party claims—unless the loss was caused by deliberate intent or reckless misconduct by Seafarma B.V. or its managers.

# Article 13: Expiry period

The Purchaser and any third parties have a limited time to take legal action against Seafarma B.V.:

* If a guarantee period applies, legal claims must be made within six months after the guarantee expires.
* If no guarantee period applies, claims must be made within 12 months from the date of delivery or completion of services/activities.

After these time limits, no legal action or defense can be brought against Seafarma B.V.

# Article 14: Return shipments

1. Returns are not allowed without prior written approval from Seafarma B.V.

2. Return requests must be made via email within 14 days of receiving the goods.Requests to return shipments should be made by e-mail within 14 days of reception of the delivered goods.

3. If goods are returned without approval:

* The Purchaser will bear all return costs.
* Seafarma B.V. may charge administration fees and store the goods at the Purchaser's expense and risk, including with third parties.

4. Unauthorized returns do not exempt the Purchaser from payment obligations

5. In special cases, Seafarma B.V. may refuse or only partially refund a return, particularly for custom-ordered goods or refrigerated items.

6. Refrigerated products cannot be returned.

7. A 15% restocking fee applies to returns. If not paid within:

* 30 days, the fee increases to 20%.
* 60 days, the fee increases to 25%.

# Article 15: Applicable law and jurisdiction

1. All agreements and legal matters related to these terms are governed by Dutch law, with the following exceptions:

* The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply and is explicitly excluded.
* If Seafarma B.V.’s ownership rights (as stated in Article 6) are stronger under another country’s laws after the goods are imported, that country’s laws will apply to the ownership rights in full.

Any disputes between Seafarma B.V. and the Purchaser will be handled exclusively by the court in Rotterdam, with no option to bring the case to another court.

# Article 16: Certificates

* Only Seafarma B.V. can modify certificates it has issued.
* Once Seafarma B.V. has issued a certificate, the customer cannot cancel or discontinue the order.

# Article 17: Cooled products

1. Refrigerated products must be stored between 2 and 6 degrees Celsius.

2. Seafarma B.V. is not responsible for the quality of refrigerated products once they have been delivered or handed over to the carrier.

# Article 18: Decisive test, change of terms, invalidity and nullity articles

1. If there is a difference between the Dutch version of these terms and any translation, the Dutch version will take priority.
2. Seafarma B.V. has the right to change these terms unilaterally.
3. If any part of these terms becomes invalid or legally void, the rest of the terms will remain in effect. A replacement provision will be applied that best matches the original intent and purpose of the invalidated clause.