

28076370

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VOOR ROTTERDAM.
VOORWAARDEN IN DEPOT
GENOMEN OP

GENERAL CONDITIONS OF SALE OF PRONUT B.V.
Domiciled in Rotterdam, Chamber of Commerce 28076370

22 MAART 2005

1. Scope
 - 1.1. These general conditions will be applicable to all contractual relationships between Seller and Buyer concerning the contracts of sale for which these conditions have been declared applicable as well as all services rendered by the seller towards the execution of these contracts of sale.
 - 1.2. These conditions will be supplemented by the conditions applicable to the specific contract.
 - 1.3. In case these conditions are incompatible with the conditions mentioned in article 1.2, the conditions of art. 1.2. shall prevail.
 - 1.4. The applicability of any contradictory terms or conditions, to which reference is made by the Buyer in whatever manner mentioned in correspondence, or in any other way, or in general use in the specific trade circles is herewith explicitly rejected
2. Agreements
 - 2.1. All offers and price-indications, given by Sellers, are made without obligation in any way.
 - 2.2. Contracts can be concluded in writing or orally and if requested confirmed in writing. If the contract is confirmed in writing, this confirmation will be deemed the only valid proof.
 - 2.3. In case Seller has not confirmed in writing, the sole fact that delivery and receipt of the goods has taken place provides sufficient proof towards the existence of an agreement upon which these general conditions are applicable.
3. Price
 - 3.1. The sales-price is VAT excluded.
 - 3.2. All government intervention as a result of which unforeseeable costs are made, the imposing or change of taxes, import duties, levies and other national, international and/or EC-imposed charges which were unforeseen at the conclusion of the agreement, including measures or changes of taxes, import duties, levies and other costs on the raw materials out of which the goods are made or composed give Sellers the right to immediately adapt the price accordingly. Eventual price rises are for account of the Buyer.
 - 3.3. If goods are sold, FCA, FAS, FOB, CFR, CIF or Free on Truck inland, prices are based on the tariffs for shipment and transport valid at the time of conclusion of the contract. Eventual augmentations or surcharges on the tariffs imposed between the day of sale and the day of delivery are for account of the Buyer.
 - 3.4. If goods are sold on the condition FCA, FAS, FOB, CFR, CIF or Free on truck inland, prices are based on normal water levels, normal waterways and normal shipping tariffs. Extra costs and delays resulting from unusual water levels and/or waterways are for account of the Buyer. Eventual augmentations of or surcharges on freight between the day of sale and the day of delivery are for account of the Buyer.
- 3.5. If an ocean going vessel, for whatever reason diverts to another port than the one originally planned, Sellers incurred extra expenses will be for account of the Buyer.
- 3.6. In case no other arrangements have been made, the goods delivered to the Buyer will be calculated at the prices valid on the day of delivery. These prices are derived from the then valid price bulletin of the Seller.
4. Payment
 - 4.1. Unless other written arrangements have been made, the Buyer will pay the invoice related to the delivery within seven days of invoice date, without the possibility of compensation. All payments will be effectuated at the premises of the Seller or into an account indicated by the Seller.
 - 4.2. If payment per letter of credit has been agreed on, the Buyer will carry all costs involved.
 - 4.3. As of the day payment had to take place until full payment has been made, Buyer will pay interest to the Seller on the outstanding amount at the percentage of the legal interest rate, without any summons or injunction being required.
 - 4.4. Seller will always have the possibility to postpone performance when outstanding accounts remain unpaid, or if on first request by the seller no replacement or additional security has been provided. Seller is not liable for eventual damages that may result from the postponement.
 - 4.5. Seller can claim all costs resulting from non-or late-payment by Buyer, including judicial and extra-judicial collecting charges. Extra-judicial collecting charges amount to 15% of the amount due if the Buyer is located in the Netherlands and 20% of the amount due if the Buyer is located in another country, the minimum amount charged will be Euro 500,00.
5. Delivery
 - 5.1. Unless other written arrangements have been made, delivery takes place at the place time and manner of choice of the Seller.
 - 5.2. If sale at arrival/delivery has been agreed upon, the Seller decides the moment when the choice is made between these alternatives.
 - 5.3. For all contracts that are executed during winter, the so called "ice-clause" is applicable. This means that the Buyer, at first notice, has to receive the purchased goods in any other port without compensation for extra charges incurred. If the Buyer does not immediately collect the goods at the other location, the resulting extra charges will be for the Buyer's account.
 - 5.4. Buyer has to provide and guarantee suitable equipment and appropriate storage facilities.
 - 5.5. If the Buyer does not immediately take delivery of the goods, Seller has the right to store the goods for Buyer's account and risk, in a location of Seller's choice.

- 5.6. If the Buyer, for a period of 14 days or more, fails to take delivery of the goods, Seller has the right, without any summons or injunction being required, to cancel the contract notwithstanding his right to claim for damages.
- 5.7. Interpretation of transport and delivery terms used in offers, contracts and contract-confirmations will be based on the definitions of the INCOTERMS and/or CINGD conditions, valid at the time the contract was concluded, unless other provisions were made.
6. Quantities
- 6.1. A. In the absence of specific conditions, the weight stated by the Seller, the delivering factory or site is final.
 B. If Seller, based on his purchase-contract, has to accept another way to determine the weight, Buyer will have to accept this weight determination as final.
 C. In case of barge- or silo-purchase, the quantity, quality and condition of the loaded or stored goods is final.
7. Title/ownership
- 7.1. Documents and/or goods delivered, remain property of the Seller until the Buyer has fulfilled all his contractual obligations. Until that time, the Buyer has to store these goods separately from other goods and identify them as the property of the Seller.
- 7.2. The Buyer does not have the right to pledge the documents and/or goods to a third party or encumber them in any way, as long as he does not have full ownership of the documents/goods.
8. Insolvency
- 8.1. If Buyer omits to fulfil his financial obligations in a timely manner, comes to an agreement with his creditors, or is submitted to legal measures regarding debtors, who cannot or will not settle their debts, or omits to fulfil other contractual obligations towards Sellers, Seller can by oral or written notice retroactively cancel all his contracts with Buyer, as well as invoke and exercise rights based on other contracts with Buyer.
- 8.2. Buyer's circumstances, as described in 8.1., entitle Seller to demand the immediate return of the documents or goods and to compensate his claims on the Buyer with the proceeds. Eventual resulting costs are for Buyer's account.
9. Liability
- 9.1. Sellers are only liable for damages, suffered by Buyer, if those damages result from Seller's intentional acts or wilful carelessness. Buyer has the burden of proof.
- 9.2. The liability of Sellers is limited to the amount of the invoice, excluding VAT, for the goods delivered and/or services rendered.
- 9.3. Seller is not liable for damages resulting from the nature of goods nor for indirect damages suffered by Buyer or third parties, including consequential damages, immaterial damages, industrial- or environmental damage.
10. Force Majeur
- 10.1. Seller is not liable towards Buyer for damages suffered if performance by the Seller is delayed or becomes impossible as a result of circumstances beyond his control, irrespective of the fact whether these circumstances were foreseeable at the time of conclusion of the contract.
- 10.2. The circumstances of art. 10.1. include amongst others: acts of God, fire, strike, riot, war, embargo, peril at sea, storm, lockouts, work stoppage or other labour difficulties, stagnation of production, shortage of crops or other materials of Sellers or of Sellers' suppliers and/or of Sellers or third parties on behalf of Sellers organised transport, and/or government intervention, local or in other countries.
- 10.3. If the Force Majeur is of a temporary nature, Seller's obligations will be suspended for the duration of the Force Majeur situation.
- 10.4. The loadings- c.q. delivery- c.q. arrival time will be extended for as long as traffic on rivers and canals is obstructed as a result of ice.
- 10.5. These circumstances will also include strike-force majeure- and prohibition clauses in Seller's purchase contracts including the mentioned extension of delivery periods.
- 10.6. If sale at arrival/delivery has been agreed upon, Seller always has the right to decide in favour of the accompanying discharge period and invoke the strike-, force majeure-, or prohibition clauses of his purchase contract.
- 10.7. If the Force Majeur situation lasts for 30 days or more, Seller has the option to cancel the contract without being liable for damages, or to replace the goods contracted from a specific origin by goods produced in another origin, all other specifications being contract conform.
11. Applicable law and competent court
- 11.1. On all contracts, Dutch Law is applicable, excluding the applicability of the provisions of the United Nations Convention on Contracts for the International sale of goods.
- 11.2. If special conditions mentioned in art. 1.2. are applicable, disputes between parties will be solved according to the conditions of the relevant dispute- and arbitration regulations.
- 11.3. Taking the conditions mentioned in art. 11.2 into consideration, all disputes will be submitted to the competent judge located in the area where the Seller is domiciled or another location at Seller's choice.
12. Variant conditions
- 12.1. Conditions, deviating from the general conditions of sale stated herein, are only valid when agreed upon in writing.
- 12.2. If conditions stated in the Dutch and English versions of the General Conditions of Sale, lead to different interpretations, the interpretation of the Dutch version will be binding.