

# General Sales Conditions of Royal Ingredients Group B.V. in Alkmaar, The Netherlands.

Chamber of Commerce Identity number 68643551

## 1. Applicability

- 1.1 These conditions of sale are applicable to and are part of all sales agreements concluded by Royal Ingredients Group B.V. supplier/seller (supplier).
- 1.2 The supplier does not accept any general conditions of purchase of the buyer except if and in as far as they have been accepted by the seller/supplier in writing.
- 1.3 If the supplier's order confirmation contains any conditions which deviate from these general conditions, the condition in the supplier's order- confirmation will prevail.

## 2. Agreement

- 2.1 All sales by the supplier are confirmed by the supplier in writing (i.e. by fax and/or mail and/or electronic mail).
- 2.2 An order is only binding for the supplier if it has been confirmed in writing by a duly authorized representative of the supplier's office.
- 2.3 The buyer is deemed to have accepted the supplier's order unless he has notified the supplier in writing to the contrary within ten working days after the date the confirmation of the supplier has been sent to the buyer.
- 2.4 The buyer is also deemed to have accepted the supplier's order if he has requested to start the execution of the order.
- 2.5 Order confirmations from the buyer which deviate from the supplier's order confirmation, are only binding to the supplier in as far as the supplier has accepted such deviations in writing.
- 2.6 The supplier's order may contain an abbreviated Incoterm condition (e.g. FOB, CIF, etc.); these Incoterm conditions are to be interpreted according to the most recent definitions published by the I.C.C. For CIF /CFR conditions, the THC at destination is always for the account of the purchaser.

- 2.7 The supplier's delivery instructions form part of the agreement.

## 3. Price

- 3.1 The price in the supplier's order confirmation is set fixed and exclusive of VAT.
- 3.2 The price in the supplier's order confirmation includes the cost of packing material.

## 4. Delivery

- 4.1 In case of force majeure that will partially or totally obstruct the execution of this sale, the supplier has and keeps always the right to cancel partially or totally the sale simply and without any consequence.
- 4.2 Always and under all circumstances the following occurrences are to be considered as force majeure:  
  
Fire in factory and/or with the transportation company and/or in the seaport, blockade, mobilization, war, im- and export obstruction, interference of governmental measures, (incl. changes in import and export regulations, duties, levies aso), terrorism, revolt, shipwreck before or after declaration of shipment, strike at the factory and/or railway/transportation company and/or seaport, lockout and floating ice, drastic changes in raw material or transportation pricing, failure of delivery of suppliers to supplier – these matters to be understood in the widest sense and also when these eventualities could be considered to be foresee-able.
- 4.3 Besides, it is never to be considered that the supplier is taking the risk for any of these circumstances, for his account. Each delivery is a separate contract.
- 4.4 Supplier and buyer have agreed that partial shipment is allowed. Each delivery can be seen as a separate contract.

- 4.5 All abnormal costs, foreseen as well as unforeseen, as e.g. war-risk premium above ½ % in case of war or danger of war, are for buyer's account and have to be paid on first demand.
- 4.6 All governmental measures to be for buyer's account.
- 4.7 The rules of the Agricultural Policy of the European Union oblige us to submit to the competent authorities evidence that the goods supplied under our contracts have been imported for consumption in the country of destination outside the E.U.  
For this purpose acceptance of our contract means that supplier and buyer have agreed that buyer will upon first request send us either the originals or duly certified copies of custom's documents, certifying that the goods supplied have been put into free circulation in the country of destination outside the E.U.
- 4.8 In case of damage, seller is not obliged to substitute.
- 4.9 If buyer makes any default in payment or becomes subject to bankrupt law, supplier may at their option cancel further deliveries; any loss or damages incurred by buyer's default being for his account.
- 4.10 If the buyer thinks the quality is not up to standard, he must receive the goods, but has the right to ask for arbitration, so that arbitrators can fix an allowance for the difference, if any.
- 4.11 In the event of a claim by the buyer, supplier does not accept any product liability for goods supplied under the terms and conditions of this contract. Neither does supplier accept any liability or obligation for recall of the goods or products produced with the goods.
- 4.12 The buyer is responsible for checking the goods before being used in production or been sold on. The supplier is due to this not liable for any sequence damage.
- 4.13 The supplier is only liable for compensation to the height of the invoiced amount.
- 4.14 When the quality is not in correspondence with the product specification, the buyer must inform the supplier within three working days in writing. When the supplier is not informed within three working days, the supplier won't be reliable for any damages.
- 4.15 In all cases the supplier remains, without any restriction, owner of the goods until the moment that the buyer has fulfilled all commitment and payment in full has been received by the supplier.
- 4.16 Royal Ingredients B.V. reserves the right – without any obligation to pay for damages and/or losses – to stop deliveries at once or to cancel pending contracts as soon as the credit insurer of Royal Ingredients B.V. will withdraw, cancel or change the released credit limit.
5. Trade terms
- Our contracts are governed by the international rules for the interpretation of trade terms of the International Chamber of Commerce. These, so called, Incoterm conditions are to be interpreted according to the most recent definitions published by the I.C.C.
6. Applicable law
- 6.1 The agreement is governed by Dutch law.
- 6.2 The applicability of the UN Convention On Contracts For the International Sale of Goods (CISG), concluded in Vienna on 11<sup>th</sup> April 1980, is excluded.
7. Disputes
- 7.1 All disputes that arise from or in connection with the agreement or further agreements resulting there from, will be subject to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands, except that the purchaser has the option to submit the dispute to the competent court at the location of the headquarters of the supplier or the offices of the supplier that have actually been involved in the conclusion of the agreement or to submit the dispute to arbitration.
- 7.2 In case of arbitration, such arbitration will take place in Amsterdam, in English and the disputes will be finally settled by three arbitrators, in accordance with the Arbitration Rules of The Netherlands Arbitration Institute (Nederlands Arbitrage Instituut).
- Royal Ingredients Group B.V.  
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