

I. General conditions.

1. The following conditions mentioned hereunder are applicable on all our offers and all agreements as to purchase or sale.
2. In case of disagreement between under mentioned conditions and those of the contracting party, only the conditions of INTERVLEES will prevail.
3. Any derogations or additional stipulations to these conditions will only be valuable when expressly accepted in writing, and will only be acceptable for the agreement for which they were proposed.

II. Offers and reaching of an agreement.

1. The seller will only be bound by his offers were they are followed by an order, and when those are accepted by writing trough an order-confirmation emanating from a leading or appointed person from INTERVLEES, who has the powers to do so.
2. If no written remark is made on the order-confirmation lately on the 7th working-day after its expedition, and is in possession of the seller at that time, the contents of the order-confirmation are considered as being in agreement with the order.
3. If the order is made by sending a contract to the seller, and if a signed copy of the copy of the contract is not sent back within 7 days by registered mail after the date of the contract to seller, the seller has the right to consider the offer as not existing, legally and without the buyer being able to claim any damage.
4. When “approximate” or “about” certain measures and/or weight are agreed upon, then a derogation of +/- 10% of the total agreement is allowed.

III. Prices.

1. The prices accepted by the buyer never include any taxes whatsoever, unless stipulation of the contrary.
2. If the prices are calculated on basis of the rates of freight an insurance, income taxes, transport an remunerations for health regulations prevailing at the time of the contract, all new or increased income taxes and other taxes that will arise after the date of the contract, as well each increase of freight- or insurance tariffs or other existing expenses, will have to be paid in excess by the buyer.

IV. Delay of delivery.

1. The delay starts after the agreement has been definitely concluded by both parties i.e. as stipulated above.
2. If the buyer has failed to remit in time to the seller all necessary documents and information, the buyer's right to claim a delivery in time disappears.

V. Act of God.

1. The sellers cannot be held responsible for the non or late delivery of the goods as per this contract, nor for loss or damage, when these failures are directly or indirectly due to wars, strikes, lock-outs, social or other disorders, riots, floods, fires, lack of transport, authorities decisions, or any other causes, independent of the will of the sellers or their suppliers, or due to the impossibility of the seller or his suppliers to get the necessary production materials, machines, manpower, transport or any other factor necessary for the fulfilment of their commitments, due to above reasons or also to acts or decisions from any authority from any country whatsoever. If such in circumstances of act of God the sellers are in the impossibility to fulfil their commitments within a period of 30 days after the agreed delivery-date, they may to their choice consider the contract as cancelled or make the delivery as soon as such is possible.
2. Should after the date of this contract and before the total execution of same, some authorities of the country of origin fix maximum prices which are below the sale prices mentioned in this contract, applicable on any delivery being part of this contract, or maximum prices be fixed for the cattle, or remunerations, quotas or priorities be imposed, or controls put in force on the supply of products of the kind to be delivered, either on the cattle, or on any product from which the goods are made, or materials or by-products used in the production of same, the sellers may to their choice wholly cancel the contract, or partially for the non-delivered part.

VI. Delivery and transferring of propriety.

1. The delivery is made ex factory, store or spot of production. From the moment of the delivery the goods are for account and at the risks of the buyer, independent of the fact that the buyer has himself represented at the moment of delivery.
2. In case of F.O.B., C. & F. and C.I.F. transactions, the responsibility of the sellers stops at the moment of the delivery of the goods to the transporters.
3. The sellers are authorized to execute the orders in several times.
4. The choice of the transport is made by the seller. If the buyer wants a certain transport applied, the eventual over-freight is for his account.
5. If the transport cannot be executed due to reasons independent from the seller's will, the seller is allowed to store the goods for account and at the risks of the buyer, without excluding the seller's right to claim the payment of the sales price.

VII. Acceptance of claims.

1. On arrival in the port or place of destination, the buyers will take receipt of the goods, control them and eventually claim their rights towards the transporter(s), as the reception of the goods is considered as the irrevocable acceptance of same.
2. Unless otherwise agreed, all claims re damage, break, weight loss, etc., will only be handled within three days after arrival of goods on place of destination, to be made known to the seller, by means of evidencing documents. For F.O.B., C. & F. and C.I.F. transaction, all claims must be introduced before the goods leave the place of unloading/arrival, so that the state of the goods in their original packing can be ascertained, and inspected.

VIII. Payment Conditions.

If the buyer either does not pay the goods in the agreed delay, or fails to accept the documents or the goods on which the contract is applicable, the seller is entitled to advise the failing buyer by registered mail that the agreement is to be considered as wholly or partially cancelled, reserving the right to sell the goods further for account of the buyer, and if necessary to claim a damage from the latter.

IX. Property

1. Notwithstanding that risk in the goods has already passed to the Buyer, the Seller will remain the sole and absolute owner of the goods until such time as the Seller has received in cash or cleared funds payment of the price of the goods.
2. Until such time as property in the goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee, and shall keep the goods at the Buyer's expense properly stored and insured and shall also keep the goods separately from any other goods that the buyer has.
3. The Seller shall be entitled to maintain an action for the price of goods notwithstanding that title in those goods has not passed to the Buyer.

X. Disputes.

Unless otherwise agreed, any disputes arising from this agreement will be settled by the Court of Antwerp.

XI. Special Clause.

1. The goods included in this invoice are guaranteed to comply with the Food and Drugs Act and all other statutory requirements or regulations relating to the sale at present in force.
2. All C.I.F. Sales are governed by the terms and conditions including arbitration as embodied in the Conditions of Sale & Arbitration for C.I.F. Contracts for the trade concerned in force at this date.
3. All Sales other than C.I.F. are governed by the following conditions :
 - i) No claims on quality and / or conditions will be entertained unless made within 48 hours of delivery of goods or their availability for inspection.
 - ii) Government Grader's Certificate and / or Stamp to be accepted as final as regards quality and grading in respect of goods which emanate from sources where grading is supervised by Government inspectors.