



PURCHASE AND SALES CONDITIONS FINMA BV AGA HANDELSONDERNEMING

1. APPLICATION OF THE PURCHASE AND SALES CONDITIONS

- 1.1. If the purchase and sales conditions of Finma BV Aga Handelsonderneming (hereinafter: "Finma BV") don't provide a decisive answer in a certain matter, Finma BV kindly refers you to the conditions of the Netherlands Association for the trade in dried fruit, spices and allied products ("NZV" – Nederlandse Zuidvruchten Vereniging) of which the conditions are determined by the NZV and can be consulted through the website of the NZV and/or the conditions of the Waren - Verein der Hamburger Börse e.V.
- 1.2. Barring other agreements in writing of Finma BV these conditions are applicable on offers, the purchase and sales contracts for products in the scope of the trade activities of Finma BV. There are valid as per 01-09-2013 and replace any former conditions.
- 1.3. Finma BV declines all conditions or legal notices that are mentioned on the documents of suppliers or customers. This document and it's conditions are the only ones that are applicable barring other agreements of Finma BV in writing.
Placement of an order or acceptance of one implies that the customer or supplier unconditionally accepts the conditions of Finma BV.

2. PRICE OFFERS– PRICE OFFER CONDITIONS – ORDERS

- 2.1. By submitting price-lists or documentation Finma BV is not making an offer for an actual business transaction.
- 2.2. Only members of the commercial department of Finma BV or official representatives of Finma BV are authorized to make price offers in name of Finma BV.
- 2.3. Every order placed with Finma BV is an offer of doing business under the definitions of the conditions in this document. The sale or purchase becomes final after the written acceptance of the order by Finma BV, or, in default of, at the collection or the delivery of the product by the customer or the transporter.

Orders for Finma BV can be placed in various ways. Finma BV is entitled to demand a written conformation of the order.

Orders are customer-related and cannot be transferred to third parties before a written approval of Finma BV is given.

3. PRICE

- 3.1. Products will be delivered against the valid prices at the moment of the acceptance of the order or as given in the order conditions that both parties accepted.
- 3.2. Barring other agreements of Finma BV in writing, our prices are mentioned in Euro and based on ex Works Rotterdam delivery. The term 'ex Works' is defined by the 'Incoterms', version 2010 of the International Chamber of Commerce (.iccwbo.org).
- 3.3. Prices are excluding VAT, rights or other none direct taxes, that are due according to the application of the Dutch or foreign regulations.
- 3.4. If, between the date of the closure of the contract and the date of delivery, there is any change in import duties, fiscal costs, the transport- or insurance costs, Finma BV bars the right to charge for these extra costs. This is not considered to be a price adjustment.

4. INSURANCE

- 4.1. No Insurance is covered by Finma BV, except if this is requested by the customer in writing and confirmed by Finma BV in writing. This has to be confirmed again with each order.

5. DELIVERIES

- 5.1. Barring other written statements of Finma BV, deliver conditions are: exworks Finma Rotterdam.
5.2. Finma BV informs the customer in the best suitable way (incl. phone) about the ordered products being ready for collection, unless agreed otherwise.
5.3. The customer has eight days at his disposal to collect the goods after the contractual date of delivery or after the last date of the 'on call' contract, unless agreed otherwise in writing or in the contract.

The customer failed collecting the goods by expiration of these time-limits. If the goods are not collected by then, Finma BV has the right to either:
store the goods in their warehouse on costs and risk of the customer until the goods are collected against payment of the price including the costs for storage, or
presume that the sale was defective by law on costs of the customer.

If applicable coverage costs are recharged and/or a wash-out setting is applied.

- 5.4. Deliveries take place in restriction of stocks and in order of date of order placement. The delivery dates are indicative and subject to change depending on replenishment, production- and transport possibilities. Regardless of the cause, the duration and the consequences for the customer, transgression of the mentioned delivery date can never lead to damage restitution or cancellation of the order.
5.5. Products that are not in stock are sold under reservation of arrival at Finma BV.

At force majeure Finma BV is released of it's delivery obligations.
Next to war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, Finma BV is released of it's delivery obligations in case of an event that causes the delivery to be delayed or obstructed.
Finma BV withholds the right to defect the sale in case of ascendancy, without being obliged to pay any form of expense allowance, or to delay the delivery until normal conditions are reached again.

6. TRANSFER OF RISKS

- 6.1. Barring other written statements of Finma BV, deliver conditions are: exworks Finma Rotterdam.
6.2. Even if Finma BV accepted to transfer the products to the transport company of the customer or to take care of the transport itself, the risk is being transferred to the buyer at the moment the goods (stored in our Rotterdam based warehouse) are released to the name of the concerning customer. Products are always transported at risk of the final destination.

7. INVOICES

- 7.1. An invoice will be prepared as soon as the goods are delivered according to the agreements mentioned in the contract.
7.2. The invoice has to be paid within the terms of payment mentioned in the contract, even if the customer ignores or refuses to collect the concerning goods. Condemnation/refusal of goods is not a legitimate reason to ignore the due date of the payment.

8. TOLERANCE

- 8.1. Finma BV is HACCP and ISO 9001 certificated and puts forth it's best efforts in delivering the best products and storing and distributing the goods in the best possible way.
- 8.2. Every verification and quality test of the customer or supplier should be carried out over the complete lot and not just a part of it. The customer is obliged to verify and perform a quality test before usage of the goods in production or before reselling.

9. PAYMENT

- 9.1. Barring other written statements of Finma BV, products should be paid immediately at delivery.
- 9.2. Payments should be made in accordance with the conditions mentioned on the invoices. At lack of specific conditions between the parties, payments will be made to Rotterdam, using the bank accounts mentioned on the invoice.
- 9.3. Our agents and representatives are not mandated to receive payments, unless they are in possession of a discharge signed by the managing director of Finma BV.
- 9.4. Every partial payment will be used to clear the oldest open invoice.
- 9.5. Every amount not paid on the due date, leads, by law and without warning, to interest, calculated in accordance with the law of August the 2nd 2002 (covering the prevention of payment delays at trade business). Besides this a compensation of 20% of the total amount of the invoice has to be paid due to administrative costs of the hired collection agency.
- 9.6. If the customer does not take care of the payment within 48 hours after an official warning, Finma BV beholds the right to terminate or delay every production for and/or every delivery to the concerning customer. Furthermore Finma BV has the right to terminate the contract and recollect unpaid products on costs and risks of the customer. If applicable covering fees are being recharged.
- 9.7. If both parties agreed to a payment in installments, not making a payment in time will lead to a immediate claim of all debts even if the due date of the later installments is not reached yet.
- 9.8. At acceptance of a bill of exchange we still refer to the present General Terms and Conditions.

10. ASSET RESTRICTIONS

- 10.1. Finma BV holds possession over sold products until the total amount of the invoice and (if applicable) interests and costs have been paid.
- 10.2. The acceptance of a bill of exchange or a cheque is not seen as an actual payment. Therefore the original claim on the customer will remain actual.
- 10.3. At seize by a third party as well as at concurrence of creditors on products of which Finma BV is still an (partial) owner (due to above mentioned articles), the customer is obliged to inform Finma BV immediately to enable Finma BV to claim their rights. The customer is committed not to give the concerning products in premises or transfer to others as warrant.

11. WARRANT FOR DEFECTS – RESPONSIBILITY

- 11.1. Unabated every restriction that is communicated to the carrier concerning the delivered goods, the customer is obliged to check the goods as soon as possible after delivery. Complaints regarding weight and the quantity of the delivered goods, visible defects, packing defects or every difference between the ordered and the delivered goods, should be reported clearly to Finma BV within 48 hours after delivery, all that under penalty of loss of rights by the customer.
- 11.2. A hidden defect is characteristic or a specific feature of the products that was hidden at the time of reception of the delivery, but makes the product inappropriate for the final use of it. The seller was aware of the final use of the product at placement of the order.
- 11.3. Because of the nature of the goods (natural products) en their packing there's always a risk of a defect of the product (for example: the presence of larvae and their eggs) or it's packing. This risk is transferred to the customer at receipt of the delivery of the goods. Finma BV does not accept complaints or liability in this regard.
- 11.4. Processed or altered products cannot be the subject of a complaint concerning a hidden defect. As soon as the products are being (partially) used in production or otherwise processed, altered or have been treated by the customer or the receiver, Finma BV assumes that the products is accepted by the customer.
- 11.5. The customer has to notify de seller in writing within 48 hours after discovering the defect. Finma BV has to be able to investigate the existence of the hidden defect within 48 hours after notification.
- 11.6. Complaints should be circumstantiated with proof of the defect or anomaly by the customer. The date of discovery has to be filed as well as the correct storage circumstances for the product after de delivery. The customer has to authorize the admission of Finma BV or it's representatives to enable them to investigate the complaint and, if possible, to solve the problem. The customer or supplier is committed not to take actions themselves or let action be taken by third parties, before Finma BV or it's representative investigated the complaint. Because of the nature of the goods (nature) every right to file a complaint will be declined after a period of 8 days after the date of delivery.
- 11.7. If the parties do not reach an agreement on the stated defect, the most effected party will entangle (on their costs) a recognized and independent researcher (laboratory, specialist, ...) within 12 days after the defect was detected to investigate the matter. This all under suspicion of an independent controller indicated by the other party. The researcher should be familiar with the industry and will be entrusted to take sealed samples in the correct way for further investigation.
- 11.8. If the parties do not reach an agreement on the stated defect, the most effected party will start an arbitrage concerning the quality within 3 months after discovery of the defect.
- 11.9. The liability of Finma BV if a visible or hidden defect is detected is restricted to the invoiced price of the product that is none conform or has a defect.
- 11.10. The liability of Finma BV or the concerning supplier is restricted to the replacement of the products which have a proven defect.
- 11.11. Returning products is only possible after a clear and written statement of Finma BV that this was agreed. De products should be returned in the original packing. The reference nrs., labels or original stamps cannot be changed or destroyed.

12. VALID JURISPRUDENCE – COMPETENT COURTS

- 13.1. Every Sales or purchase is regulated by Dutch jurisprudence.