



## General conditions applicable to contracts of sale

1. The following conditions apply to all contracts of sale in which Hellema Hallum B.V. acts as seller, simultaneously cancelling any deviating general conditions of buyer or third parties.
2. At his own expense and in good time, buyer has to provide Hellema Hallum B.V. with all instructions needed for handling and delivering the goods in accordance with the rules and regulations of the authorities concerned, and to obtain payment and/or import licenses insofar required.
3. Any tax, duty, freight rate and/or rate of exchange chargeable to Hellema Hallum B.V. and taking effect or altered after the contract has been signed, will lead to a corresponding adjustment of the contract price.
4. Whatever the conditions of the contract and/or the circumstances, goods remain the property of Hellema Hallum B.V. until buyer has made payment in full. This condition — or any other provision referring to the time within which payment has to be effected — cannot in any way extend the period of responsibility and/or risk of Hellema Hallum B.V., as determined by any clause of the contract of sale or of the present general conditions.
5. In case of delivery on CIF conditions, Hellema Hallum B.V. will take care of insurance on behalf of buyer for an amount equal to the CIF invoice value + ten percent.
6. Hellema Hallum B.V. cannot be held liable for damage or failure to supply as a result of deterioration, inherent vice, improper packing or any other cause beyond the control of Hellema Hallum B.V., such as: war, hostilities, political or civil disturbances, irregularities, strikes, actions of workmen, lock-outs, stoppages or reduced hours, prohibitions, fire, floods, ice, floating ice, phenomena of the weather, breakdown of machinery, measures taken by any government, interruption of normal shipping activities, insufficient or not timely supply of raw materials, the availability of tonnage, partial or complete failure of crop or catch.
7. If goods are damaged or lost, claims against Hellema Hallum B.V. can only be taken into consideration provided claimants inform Hellema Hallum B.V. in writing of the occurrence and the general nature of such damage or loss immediately when the goods are delivered to buyer — or would have been delivered if they had not been lost — or within three days of said delivery in case of damage not visible from the outside.  
Claims will not be taken into consideration if such general notice is not followed by a detailed claim within one month, or if possible legal action is not commenced within one year following the delivery of the goods, unless Hellema Hallum B.V. has admitted liability in writing. Hellema Hallum B.V. can never be held liable for any damages — due to whatever cause — exceeding invoice value.
8. In case of delivery on CIF, C & F or free domicile conditions, delivery by Hellema Hallum B.V. is considered to have been effected — after which Hellema Hallum B.V. incurs no responsibility — as soon as the goods are loaded into the first means of transport which includes carrier's containers, or have been delivered to carrier's premises, whichever is first.
9. In case of delivery on conditions other than CIF or C & F, Hellema Hallum B.V. cannot be held liable for any difference in freight to be paid by buyer as a result of a disagreement between buyer and third parties on weight and/or volume.



10. Export duties, refunds or drawbacks are for the account or benefit of Hellema Hallum B.V. Import duties, refunds or drawbacks are for the account or benefit of buyer:  
A decrease in any export refund or drawback will be compensated by a corresponding increase of the contract price.
11. Dutch law applies to all contracts subject to the present conditions. The ultimate settlement of all disputes in connection with such contracts will be by arbitration in Holland only and in accordance with the rules and regulations of the Netherlands Arbitration institute.

Ces conditions sont en langue Française disponibles à notre bureau.

Diese Bedingungen sind in der deutschen Sprache in unserem Büro erhältlich.

Estas condiciones se encuentran en la lengua Española y a su disposición en nuestras oficinas.