

TERMS AND CONDITIONS LATIN LINK VOF



Contract:

- These terms and conditions shall apply to the sale of goods by Latin Link VOF (Seller) to its customer (Buyer).
- The Contract shall supersede any terms and conditions proposed by Buyer which are inconsistent with the terms and conditions set forth in the Contract, including those in Customer's purchase order.

Definitions:

Delivery: the moment when the goods are picked up by the buyer or a carrier engaged by the buyer at the port of Rotterdam or any other delivery address

Specification:

- The quantity, quality and description of any specification for the goods shall be those set out in Seller's sales confirmation.
- Seller reserves the right to make any change in the specification of goods which are required to conform with any applicable safety or other statutory requirements which do not materially affect their quality.

Delivery Dates:

- Seller will use its best endeavours to comply with delivery dates but such dates are estimates only and no guarantee is given nor shall such delivery dates be a term or condition of the contract and time shall not be of the essence in respect thereof.
- Seller shall accept no liability of any nature whatsoever for failure to meet delivery dates and such failure shall not entitle Buyer to repudiate or cancel the contract.

Prices:

Unless otherwise stated, prices will be quoted "duty paid, ex Rotterdam". In the event of Seller incurring any increases in packaging, insurance or transportation costs or any costs which are beyond Seller's control, Seller reserves the right upon giving written notification to increase its prices and such increased prices shall thereupon become payable by Buyer in respect of any Goods already ordered.

Title and Risk:

- Risk in the Goods shall pass to Buyer upon delivery. Legal title to the goods shall remain with the Seller until such time as the Seller has received payment of the purchase price of the goods and the purchase price of any other goods or services previously or subsequently supplied by the Seller to the Buyer whereupon such title shall pass to the Buyer.
- The buyer is only entitled to resell the goods when he cedes to the Seller any claims which arise from the resale to customers or third parties. If goods are sold unprocessed or after processing or mingling with goods which are the exclusive property of the buyer, sold, the buyer assigns the claims arising from the resale in full to the seller.
- After processing, combining or mixing of the goods with other goods not belonging to the seller, parties agree that the seller earns the co-ownership of the new item in proportion to the value of the goods to the other processed goods at the time of processing, combining, mixing or mingling.
- The Buyer may resell the Goods or New Goods before ownership has passed to it but the Buyer's right to possession of the Goods or New Goods is immediately withdrawn and the Buyer's permission to sell the goods shall terminate immediately if the Buyer enters into any compromise or arrangement with its creditors, commits any act of bankruptcy or if an order is made or an effective resolution is passed for its winding up.
- The Buyer grants the Seller, an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Buyer's right to possession has terminated, to recover them.



Payment:

- Payment shall be made on or before the last day of the agreed payment terms (Due Date). If Buyer does not pay for the Goods by Due Date Seller shall be entitled to interest from the end of the Payment Period until the payment is made at a rate of 1% above the legal interest as mentioned in article 6:119a BW.
- Buyer shall not be entitled to withhold or set off payment of any amount payable under this Contract to Seller because of a disputed claim of any nature.
- Where the payments of any consignment is not made before Due Date Seller shall have the right to retain any further goods which may be due for delivery until the outstanding amounts are paid in full.

Claims:

- Buyer is obliged to inspect the goods by taking a representative sample of the batch within seven days after delivery and to investigate the batch.
- No claim shall be made by Buyer against Seller in respect of visible or invisible faults unless notice thereof is given to Seller in writing within 2 days after the inspection of the Goods .
- Seller shall not be liable for any loss of profit or of contracts and Buyer shall indemnify Seller against any such claims.
- Any liability on the part of Latin Link for any loss or damage shall be limited to the invoiced value of the order.
- All further claims for damages save in respect of death or personal injuries caused by negligence are hereby expressed excluded. All warranties and conditions, statutory or otherwise, as to quality or the fitness of the goods or any particular purpose whether known to Seller or not are excluded.
- Buyer shall insure against all liability arising from use of and consumption of the goods.

Orders:

- In the event of any order being cancelled by the Buyer, Buyer shall indemnify Seller against all loss (including profits), costs (including labour, overheads and legal costs) and all other expenses and damages incurred by Seller in connection with the order and its cancellation.
- Buyer is obliged to accept the goods on the date agreed in the contract. If buyer exceeds the date seller will be entitled to charge the costs incurred as a result – such as - storage costs.

Force Majeure:

Seller shall not be liable to Buyer or be deemed to be in breach of contract by reason of any delay performing, or any failure to perform, any of Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Seller's reasonable control.

Law of the Contract:

The Contract shall in all respects be governed by Dutch law and the parties agree to submit to non-exclusive of the courts of the Court of Zeeland-West-Brabant.

Agreement:

These terms and conditions cannot be varied without our express written agreement, duly signed by **a partner** of Seller.

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