
	Hoofdstuk	3	Beleid	General terms and conditions	
	Nummer	3.5.10	21/06/2021	Alleen voor intern gebruik	true
	Niveau	2	Risico: C	Eigenaar	Mariko Hara


## General Terms and Conditions

### Applying to contracts awarded by the Buyer to EURO-MIT STAAL B.V., Vlissingen, The Netherlands, hereinafter called the Seller and registered at the Chamber of Commerce Middelburg, The Netherlands under number 22032623

1. (a) In the event of the occurrence of any event of force majeure (hereinafter called "Force Majeure") including but not limited to prohibition of exportation, refusal to issue export license, act of God, war, blockade, embargoes, insurrection, mobilization, governmental direction, restrains of prices, rules and people or intervention of civil, naval or military authorities or other agencies of government, riots, civil commotions, warlike conditions, strikes, lockouts, slowdowns, sabotage, prolonged failure or shortage of electric current, plague or other epidemics, quarantine, fire, fold, wind flood, typhoon, hurricane, tidal wave, landslide, explosion, affecting the activities of Seller, the manufacture(s) or any other person, firm or corporation directly or indirectly connected with the sale, manufacture, shipment or delivery, or any other causes beyond the control of Seller, Seller shall not be liable for any delay in shipment or delivery, or for non-delivery, destruction or deterioration, of all or any part of the merchandise, or for any other default in performance of this Contract arising there from. On the occurrence of any event of Force Majeure, Seller shall have the option either (i) to extend the time of delivery of the merchandise or performing its other obligations under this Contract during such period as the event of Force Majeure shall continue or (ii) to terminate unconditionally this Contract wholly or partially, and Buyer is bound to accept the delayed shipment or delivery by Seller made within the time extended by Seller or to accept the termination by Seller of all or any part of this Contract as the case may be without any claim against Seller. (b) On the occurrence of any event of Force Majeure, Seller shall not be obliged to but may give notice and full particulars thereof to Buyer as soon as practicable.
2. Any charges for the legalization of, including but not limited to, invoices, certificates of origin, if required, shall be borne by Buyer.
3. Shipment within the time stipulated shall be subject to freight being available. In case of F.C.A. Vlissingen or F.O.B. (port) contract or any other terms under which Buyer has to secure or arrange shipping space, Buyer is bound to give shipping instructions in time and provide necessary shipping space; otherwise, Seller can dispose of the merchandise for Buyer's account and risk.
4. In case of shipment in instalments, each lot shall be regarded as a separate and independent contract. Dates of the CMR document or bills of lading are to be taken as the date of shipment. Any new increased customs duties, taxes, import surcharges, or other governmental changes which become effective after the date of this Contract and any additional freight, insurance and other charge relating to the sale, loading, unloading, delivery storage and transportation of the merchandise which could not have been foreseen on the date of this Contract or which results from any of cause specified in Article 1 hereof shall be for the account of Buyer, even if the merchandise is sold on terms such as Duty Paid terms.
5. Insurance on C.I.F. sale shall be effected for the amount of Seller's invoice plus ten (10) per cent (%). Any additional insurance required by Buyer shall be at his own expense. Unless otherwise stated, insurance to be covered for marine insurance will only be F.P.A. (Free of Particular Average). Seller may, if he deems it necessary, insure against war risk at Buyer's expense.
6. In case of payments by Irrevocable Letter of Credit, within (xx) days from the order date, Buyer shall establish the irrevocable and confirmed letter of credit with a prime bank satisfactory to Seller which shall be in form and upon terms satisfactory to Seller, and shall be in favour of Seller in an amount equal to (xx) per cent (%) of the total contracted purchase price, and shall provide that all payments shall be made only to the order of the negotiating bank. The letter of credit shall refer to this Contract by its number, and shall authorize reimbursement to Seller for such sums, if any, as may be advanced by Seller for consular invoices, inspection fees and other expenditures made by Seller for the account of Buyer. The letter of credit shall also provide for partial availability against partial deliveries, and shall be maintained for a period of (xx) days (not less than thirty (30) days) after the latest date set forth above that the merchandise is required to be available for delivery. If Buyer fails to establish such letter of credit within the time stipulated and in the form specified as above, Seller reserve the right to cancel this Contract and Buyer is bond to reimburse Seller for any loss sustained from such cancellation.
7. Seller will not be responsible for any infringement with regard to patent, utility model, trademark, design, copyright or other intellectual property rights in the merchandise whether in Seller's country or any other places. Nothing herein contained shall be construed as transferring any patent, utility model, trademark, design copyright or other intellectual property rights in the merchandise; all such rights are to be expressly reserved to the true and lawful owners thereof.

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8. Buyer hereby acknowledges and agrees that Seller has made no representations, warranties or guarantees concerning the merchandise, other than those expressly set forth in this Contract. Seller and Buyer hereby disclaim and exclude the application of all other warranties and guarantees, whether express or implied, including but not limited to the fitness of the merchandise for any particular purpose or the merchantability thereof. In no event shall Seller be liable for (i) any indirect or consequential damages whatsoever including but not limited to, damage to Buyer's property resulting from the use, transportation, sale or storage of the merchandise whether in the manufacturing process, alone or in combination with other substances, or loss of use, revenue or profit, even if Seller knew of or foresaw, or should have known the possibility of such damages, or injury to or death of persons, or (ii) claims, damages, or actions against Buyer by any other party, regarding any charges including, but not limited to, injury to or death of persons.
9. In case any dispute and/or claim arises in connection with the above right(s), Seller reserves every and all rights to cancel and make null and void this Contract at this direction and to hold himself free from any liability arising therefrom. Buyer shall be responsible for every loss and/or damage caused thereby.
10. Any claims by Buyer of whatever nature arising under this Contract shall be made in writing (letter or e-mail) within thirty (30) days after the arrival of merchandise at the destination specified in the CMR and/or bills of lading. Full particulars of such claim shall be made in writing (letter or e-mail) and forwarded by registered mail to Seller within fifteen (15) days after the date of the initial date of claim. Buyer must submit such particulars accompanied by sworn surveyor's reports when the quality or quantity of the merchandise delivered is in dispute. Unless such claim by Buyer arrives at Seller's office within the period specified above, Buyer will be deemed to have accepted the merchandise without qualification and waived all and any claims with respect to the merchandise, and Buyer shall thereafter no right to terminate this Contract or otherwise reject the merchandise.
11. Notwithstanding any of the provisions of this or any other contract between Buyer and Seller, in the event that (i) Buyer fails to make any payment in full for any shipment as and when due and payable under this Contract or fails to perform any provisions of this Contract or of any other contract with Seller, or is in breach of any express or implied term hereof, or (ii) in the event of death of Buyer, or (iii) if Buyer shall become unable to pay its debts generally as they become due, or shall hold a meeting of its creditors, or shall make a general assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudicated or declared bankrupt or insolvent, or proceedings in bankruptcy or insolvency are instituted by or against Buyer, or (iv) a trustee, receiver or liquidator is appointed for Buyer or in case of liquidation or dissolution of Buyer, or (v) if Seller reasonably foresees any of the foregoing events, any and all instalments or otherwise postponed or deferred payments, including interest there on, for shipments already made shall immediately become due and payable and Seller shall have the right to postpone the performance by Seller of this Contract and of any other contract with Buyer, to stop merchandise in transit, to terminate this Contract and any other contract with Buyer, and to offset any debts payable to Buyer by credits receivable from Buyer. Without limiting the Seller's remedies at law, Seller shall be entitled to exercise its rights under this clause to recover all damages or loss resulting from any default by Buyer.
12. (a) If Buyer fails to pay for the merchandise when due, Seller shall be entitled to demand Buyer to pay the amount due immediately.  
(b) If the payment by Buyer is delayed 16 days and more from the due date, Seller is entitled to stop the delivery of the merchandise to Buyer under any and all contracts with Buyer and Buyer shall pay to Seller the amount due together with overdue interest at the rate of 8% per annum or the maximum interest rate permitted under by the usury laws of Buyer's country, whichever may be lower, calculated from the due date for such payment until the actual date of payment.
13. (a) The risk of loss or damage to the merchandise shall pass from Seller to Buyer at the time of delivery of the merchandise or, if any relevant term from the Incoterms®2020 (ICC rules for the use of domestic and international trade terms), as amended, is referred to on this Contract, at such time as is provided in the Incoterms®2020.  
(b) The title to the merchandise shall pass from Seller to Buyer at the same time as the risk of loss or damage to the merchandise passes from Seller to Buyer under the foregoing sentence. Notwithstanding of the foregoing, Seller shall retain title to the merchandise until Buyer shall have paid in full all of its outstanding debts payable to Seller and title to the merchandise shall pass from Seller to Buyer only when Buyer has satisfied such obligation to make full payment for the merchandise. Buyer shall properly maintain the goods at its risk, separately from other goods and insure them in favour of the Seller for so long as title to the goods is retained by Seller. Buyer shall be entitled to dispose of the retained goods or any processed goods in the normal course of business. Buyer shall assign to Seller the Buyer's right to

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claim from its customer the re-sale price and put the sales proceeds of the retained goods in the special account for and in the name of Seller. However, the Buyer's right to dispose of the retained goods shall lapse in the event of the occurrence of any of the events described in clause 11 hereof. In such event, Buyer shall be under an obligation to surrender the retained goods to Seller. Seller or Seller's agent may enter the premises where the retained goods are located, with or without vehicles, for the purpose of repossessing the retained goods.

(c) In the event of any treatment or processing of the goods in respect of which title is retained by Seller, Seller shall be entitled to the new goods created in the ratio of the value of the retained goods to the value of the new goods. Buyer shall take all necessary steps to secure the interest of Seller in the new goods.

14. No failure by Seller to give written notice of any default by Buyer in performing any provision of this Contract shall constitute a waiver thereof, nor shall any delay by Seller in enforcing any of its rights hereunder or at law be deemed a waiver of such rights nor shall a waiver by Seller of any default of Buyer be deemed a waiver of any other or subsequent default.
15. Buyer shall not transfer or assign this Contract or any part hereof without Seller's prior written consent.
16. Trade and shipping terms shall have the meanings defined in the Incoterms®2020, as amended, unless otherwise specifically provided in this Contract. This Contract shall be governed by and construed under the laws of the Netherlands, excluding the United Nations Convention on Contracts for the International Sale of Goods.
17. Any dispute, controversy and/or difference which may arise between the parties hereto, out of or in relation to or in connection with this Contract, or any breach thereof shall, unless settled without undue delay by amicable arrangement of the parties hereto, be referred for settlement to arbitration in Amsterdam, Netherlands in accordance with the Rules of Arbitration of the International Chamber of Commerce. The award shall be final and binding upon the parties hereto and judgement on such award may be entered in any court or tribunal having jurisdiction thereover.
18. These terms and conditions form an integral part of this Contract and, together with the respective purchase order and any attachments, schedules or exhibits thereto, constitute the entire and final agreement between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous communications or agreements with regard to the subject matter hereof. This Contract may not be modified or terminated nor may any right be waived except either in writing signed or by telex, cable or facsimile sent by the duly authorized representative of the party against whom enforcement of such modification, termination or waiver is sought.
19. All notices, consents, requests, demands and other communications required or permitted hereunder (a) shall be in writing, (b) shall be in the English language, (c) shall be sent by telex, cable, facsimile or air courier to the addresses or numbers specified for the parties on the face of this Contract and (d) shall be deemed to have been given on the date of receipt by the addressee.
20. Any provision of this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction.
21. This Contract may be executed in any number of counterparts, each of which when executed shall constitute an original, but all the counterparts shall together constitute the one contract. This Contract shall become effective upon execution by signature, or affixing of the name and seal, by all parties. If the parties hereto agree, the transmission of the executed signature page of a counterpart of this Contract by (a) fax or (b) email (in PDF or other agreed format) shall take effect as delivery of an executed counterpart of this Contract.