

GENERAL CONDITIONS AGRO EXPEDITION SENEGAL SUARL

ARTICLE 1. DEFINITIONS

In these general conditions, the following terms, also those conjugated in plural or singular, are used in the following meaning, to the extent it does not flow differently from the nature or substance of the provisions.

1. Agro Expedition: Agro Expedition Senegal Suarl, the user of these general conditions, established in Diamniadio, Banlieue Rufisque No. 028, Dakar (Senegal).
2. Client: the natural or legal person with whom Agro Expedition has concluded or intends to conclude an agreement.
3. Parties: Agro Expedition and the client collectively.
4. Agreement: the agreement concluded between Agro Expedition and the client, through which Agro Expedition has committed itself towards client for the storage of goods.
5. Goods: the matters given in storage by client to Agro Expedition in the context of the agreement.
6. Written: communication in writing, communication by e-mail or any other manner of communication which, with an eye on the state of the art and of commonly held opinion can be equalled to it.

ARTICLE 2. GENERAL PROVISIONS

1. These general conditions are applicable to any proposal of Agro Expedition and to any concluded agreement.
2. These general conditions are also applicable to agreements for the implementation of which third parties are engaged by Agro Expedition.
3. The applicability of any possible general conditions of the client, referred to by whatever name, is emphatically rejected.
4. The provisions in these general conditions can only be deviated from expressly in writing. If and to the extent what parties have emphatically established in writing deviates from the provisions in these general conditions, what parties have emphatically established in writing will be effective.
5. The annulment or nullity of one or more of the provisions from these general conditions or the agreement as such leaves unaffected the validity of the other clauses. In such case, parties are obligated to enter into mutual consultations so as to make a substitute arrangement with regard to the impaired clause. Thereby, the purpose and substance of the original provision is observed as much as possible.

ARTICLE 3. PROPOSAL AND ADOPTION OF THE AGREEMENT

1. Every proposal of Agro Expedition is non-committal, also in case a term for acceptance is indicated in it.
2. The client cannot derive any rights from a proposal of Agro Expedition which contains an apparent error or mistake.
3. The client can furthermore derive no rights from a proposal of Agro Expedition which was based on inaccurate or incomplete information provided by the client.
4. A proposal of Agro Expedition does not automatically apply to follow-up agreements. To the extent no modifications were applied to it, these general conditions, however, are also applicable to follow-up agreements without Agro Expedition being obligated to present these general conditions again to client every time.
5. Without prejudice to the provisions in sections 1 and 6, the agreement will be concluded through proposal and acceptance. In case the acceptance by the client deviates from the proposal by Agro Expedition, the agreement will not be concluded in conformity with this deviating acceptance, unless Agro Expedition indicates otherwise. Agro Expedition nevertheless retains the right at all times to only enter into the agreement on the basis of the signing by parties of the written agreement as made available in the matter by Agro Expedition.
6. Agro Expedition reserves itself the right to only enter into the agreement on condition of reception of a copy of a valid ID of the person with whom Agro Expedition concludes the agreement.
7. In case the client concludes the agreement in name of another natural or legal person, he declares by entering into the agreement to be authorised to do so. The client is personally liable, along with this (legal) person, for compliance with the obligations pursuant to that agreement.

ARTICLE 4. CONTENT AND IMPLEMENTATION OF THE AGREEMENT

1. The client guarantees that he will make available all information, including where it regards the nature and quantity of the goods, which is reasonably relevant for the implementation of the agreement, as soon as possible as is required for that implementation, to Agro Expedition, completely and in the manner which may be prescribed for it by Agro Expedition. The client guarantees the accuracy of all information made available by him to Agro Expedition. Agro Expedition is never liable for damage occurring because it based itself on inaccurate or incomplete information which was made available by the client.
2. The client must always provide Agro Expedition with all collaboration which is required for the implementation of the agreement, including as well the furnishing of the powers and authorisations which are required for the implementation of the agreement, as described as well in these general conditions.
3. The client is responsible for the delivery of the goods at the location of Agro Expedition, unless emphatically agreed otherwise in writing.
4. The goods are stored in a refrigerated area and are available for pick-up during the normal opening hours of Agro Expedition by the client or (possibly) by a third party authorised to do so by the client. The client authorises Agro Expedition to hand over the goods on behalf of the client to parties who have apparently been authorised by client to do so.
5. Agro Expedition has the right not to hand over the goods to parties of whom Agro Expedition doubts whether they have been authorised for this by the client. In such case, the client must be reachable for Agro Expedition to be able to verify whether such an authorisation pertains. Agro Expedition bears no liability for damage which has occurred because Agro Expedition has handed over goods, in good faith and despite observance of his reasonable duty of care, to a party who turns out afterwards not to have been authorised, nor for damage which has occurred because Agro Expedition did not hand over the goods to a party of whom Agro Expedition doubted, unjustifiably in retrospect, whether this party was authorised by the client to receive the goods. The client safeguards Agro Expedition against all third-party claims concerning.
6. The goods are stored at the location of Agro Expedition for a duration of no more than seventeen five(75) days. The goods must be picked up within this term. By expiry of the term the client is supposed to have the intent not to (let) receive the goods anymore. In case this term has expired, Agro Expedition, without prejudice to its right to demand compliance with the agreement, has the right to sell off the goods itself, under the proviso that Agro Expedition will summon the client once in writing to proceed to still take over the goods. In case the goods still have not been picked up after expiry of the term indicated in the summation, Agro Expedition will have the right to proceed to sell off the goods itself. The latter term will amount to at least three days.
7. The term of seventeen five(75) days as intended in the preceding section can be expressly extended by parties, on condition the client has taken care of payment, no later than before expiry of the initial term for payment, of the price which is applicable for the initial term. The above also applies with regard to the extended term and a possible subsequent term of extension.
8. To an extended agreement as intended in the preceding section, the provisions of section 6 are accordingly effective.

ARTICLE 5. COMPLAINTS

1. Any possible complaints about the provision of services of Agro Expedition must be submitted to the latter in writing within 24 hours after finding, or at least within 24 hours after having reasonably been able to find out the assumed shortcoming.
2. In case the client does not complain timely, from such a complaint no obligation whatsoever results for Agro Expedition.
3. Also in case the client complains on time, his obligation for timely payment and for further compliance with the agreement remains.

ARTICLE 6. FORCE MAJEURE

1. Agro Expedition is not bound to comply with any obligation pursuant to the agreement if and for as long it is impeded to do so due to a circumstance which cannot be attributed to it pursuant to the law, a legal action, or commonly held opinion.
2. In case the situation of force majeure renders compliance with the agreement permanently impossible, parties will have the right to rescind the agreement with immediate effect.
3. In case Agro Expedition upon occurrence of the situation of force majeure has already partially complied with its obligations, or is able to partially comply with its obligations, it has the right to invoice the part already implemented, or respectively the part still implementable, of the agreement separately, as if it were part of an independent agreement.
4. Damage as a result of force majeure is never eligible, without prejudice to the application of the preceding section, for compensation.

Agro Expédition Sénégal Suarl, Banlieue Rufisque, Diamniadio, Dakar, Sénégal

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ARTICLE 7. SUSPENSION AND RESCISSION

1. In case the circumstances of the case reasonably justify such, Agro Expedition has the authority to suspend the implementation of the agreement or to completely or partially rescind the agreement with immediate effect, if and to the extent the client does not, does not timely, or does not completely fulfil his obligations pursuant to the agreement, or alternatively if circumstances which have come to the cognisance of Agro Expedition after adoption of the agreement constitute solid grounds to fear that client will not fulfil his obligations. If compliance with the obligations of the client with regard to which he falls or threatens to fall short is not permanently impossible, the authority to rescind only pertains after the client has been declared in default in writing, in which default notice a reasonable term is indicated within which the client is able to (still) fulfil his obligations and compliance has still continued to fail to materialise after expiry of the latter term.
2. In case the client is in a state of bankruptcy, has applied for (temporary) suspension of payment, his assets have been subjected to any seizure, or in cases in which the client otherwise is unable to freely dispose of his assets, Agro Expedition will have the right to rescind the agreement with immediate effect.
3. Furthermore, Agro Expedition has the right to rescind the agreement if and to the extent circumstances occur which are of such a nature that compliance with the agreement is impossible or its unaltered maintenance cannot reasonably be demanded of it.
4. The client is never entitled to any type of compensation in connection with the suspensory or cancellation right exercised by Agro Expedition on grounds of this article, under the proviso that if the circumstances which have led to rescission of the agreement should reasonably be attributed to the risk of Agro Expedition, the client will at most be eligible for remittance of the fee in proportion to the part of the agreement which has not been implemented as a result of the rescission by Agro Expedition.
5. To the extent this can be attributed to him, the client is obligated to compensate the damage which Agro Expedition suffers as a result of the suspension or rescission of the agreement.
6. In case Agro Expedition rescinds the agreement on grounds of this article, all claims on client become immediately payable.
7. The provisions in article 4.6 are accordingly applicable in case the agreement ends on grounds of rescission or of whatever other grounds.

ARTICLE 8. PRICES AND PAYMENTS

1. Unless emphatically agreed otherwise, the goods are stored against the daily rate which has expressly been established. In case the daily rate has not been expressly established, the customary daily rate applied at the time of storage by Agro Expedition will be effective. To determine the number of days that the goods are stored, a part of a day is considered as an entire day.
2. All amounts indicated by Agro Expedition and owed to it by the client are exclusive of VAT and of any other possible government-imposed levies, unless emphatically agreed otherwise in writing.
3. Barring proof to the contrary of the client, the records of Agro Expedition will be decisive for the determination of the number of days that the goods are stored and thus of the payment owed by the client.
4. Payment must take place no later than the moment on which the goods are picked up by or on behalf of the client. Agro Expedition has the right of retention of the goods towards anyone who wishes the release of the goods and thus reserves itself the right to keep the goods under its control until the client has fully complied with the (payment) obligations which are already enforceable towards Agro Expedition.
5. Payments must take place in the manner indicated for them by Agro Expedition, by way of bank transfer, by cheque or in cash. In case of payment by cheque, the cheque must be made available to Agro Expedition no later than three days prior to the release of the goods.
6. In case of payment by bank transfer, the entire payment must be credited before release of the goods to the bank account of Agro Expedition. In case of cash payment, the entire payment must be made prior to the release of the goods.
7. In case the client is in a state of bankruptcy, his assets are subject to any seizure, he has applied for (temporary) suspension of payment or he is otherwise unable to freely dispose of his assets, the claims which Agro Expedition still has on the client become immediately enforceable.
8. In case timely payment fails to transpire, the legal default of the client will become effective. From the day that the default of the client becomes effective, the client will owe an interest of 2% per month over the outstanding amount, whereby a part of a month will be considered an entire month.
9. All costs, such as judicial, extrajudicial and enforcement costs, incurred to obtain the amounts owed by the client, will be borne by the client.

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ARTICLE 9. LIABILITY AND SAFEGUARDS

1. The client bears the damage caused by the possible inaccuracies and incompleteness of the information provided by him or otherwise made available, any other shortcoming in the compliance with the obligations of the client which flow from legislation or the agreement, as well as by another circumstance which cannot be attributed to Agro Expedition.
2. Barring the intent and conscious recklessness of Agro Expedition, the latter bears no liability for damage to the goods.
3. Agro Expedition is never liable for indirect damage, also including losses incurred, lost profit and damage as a result of operational stagnation.
4. In case Agro Expedition, despite the provisions in the remainder of these general conditions were to be liable for any recoverable damage, Agro Expedition will at all times have the right to repair this damage. The client must enable Agro Expedition to do so, in the absence of which any liability of Agro Expedition regarding will lapse.
5. The liability of Agro Expedition is limited to no more than the invoice value of the agreement, or at least of that part of the agreement which the liability of Agro Expedition is in regard to. If the damage for which Agro Expedition may be liable, despite the provisions in the remainder of these general conditions, is excessive, such liability will be limited to no more than the amount which in the relevant case will be effectively disbursed pursuant to the liability insurance taken out by Agro Expedition, increased by the possible deductible of Agro Expedition which will be applicable pursuant to that insurance.
6. The client safeguards Agro Expedition against any possible claims by third parties which may suffer damages in connection with the implementation of the agreement and the reasons of which are attributable to others than Agro Expedition. In case Agro Expedition were to be addressed on that account by third parties, the client will be obligated to assist Agro Expedition both judicially and extrajudicially and to forthwith do anything which may reasonably be expected of him in such case. Were the client to be negligent in the taking of adequate measures, Agro Expedition will have the right, without any default notice, to proceed to such measures itself. All costs and damage on the part of Agro Expedition and of third parties as a consequence will be integrally at the risk and expense of the client.

ARTICLE 10. FINAL PROVISIONS

1. To any agreement and to all legal relationships resulting therefrom between parties, Netherlands legislation will be exclusively applicable.
2. Parties will no sooner appeal to the court of law than after they have exerted themselves optimally to settle the dispute through mutual consultation.
3. Exclusively the competent court in the district of the statutory seat of Agro Expedition is indicated to take into consideration any possible legal disputes.
4. In case these general conditions are available in various languages, the French-language version will always be decisive for the interpretation of the clauses included in it.

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