

NOFOTA

Netherlands Oils, Fats and Oilseeds Trade Association

Oils, Fats and Allied Products Division
Secretariat: P.O. Box 202, 3000 AE Rotterdam

GENERAL CONTRACT

15

..... 19

Messrs.

of

We confirm having bought from/sold to you today :

.....

on behalf of:

quantity:

article:

.....

quality or brand:

packing:

price:

shipment/delivery:

insurance:

payment:

.....

.....

special conditions:

.....

.....

.....

and on the following conditions, the hand-written text to supersede the printed text.

3. If a party which fails to pay debts without contesting their correctness, does not give notice of the suspension of its payments, creditors who sold or bought on the conditions of this contract may summon it to do so at the latest on the next working day, failing which the creditors will be entitled to give notice by telex, telegram or any other means of rapid written communication to the secretary of the Association of such circumstances and, in the event that two or more creditors give such notice within a period of 30 days, the secretary shall notify the party concerned by telex, telegram or any other means of rapid written communication that its creditors gave such notice. The party notified shall inform the secretary by telex, telegram or any other means of rapid written communication at the latest on the next working day of the reason(s) for which it claims not to be obliged to make payments -which reason(s) the secretary shall pass on to the aforementioned creditors-, or shall give notice of suspension of payments to the secretary and its creditors by telex, telegram or any other means of rapid written communication latest on the next working day. Failing a reply to the secretary on the next working day the party concerned shall be deemed to have suspended payments on that day. In this case or if the party concerned informs the secretary that he has suspended payments, the secretary shall inform all members accordingly.
4. In case of an insolvency as meant in paragraph 1 of this clause the holding company of the non-insolvent party to the contract and any other companies of whose ordinary share capital the aforementioned holding company directly or indirectly holds more than 50% shall be entitled to set off any debts which they may have to the insolvent party against any claims which the non-insolvent party has on the insolvent party.
If the non-insolvent party has a debt to the insolvent party, it shall be entitled to set off its debts against any claims which its holding company or any other companies belonging to the group as defined above may have on the insolvent party. The insolvent party shall only be entitled to or be liable for any remaining balance(s), if any.
The settlements mentioned in this paragraph may be made irrespective of the origin of the claims and debts involved, as long as they are not disputed.
In case of disputes any amounts due to the insolvent party may be retained by the parties involved until all disputes concerned have been finally settled by arbitration of the competent Association(s) or otherwise and/or, as the case may be, by the competent Court(s).

Article 6.

Dutch law.

This contract and any further agreement resulting therefrom shall be subject to Dutch law.

Article 7.

International Convention(s).

The Uniform Law on the formation of contracts for the International Sale of Goods (ULFIS), the Uniform Law on the International Sale of Goods (ULIS) and the Convention on the International Sale of Goods (CISG), whether in the international version of the relevant convention or in a national version, shall not apply to the contract.

Article 8.

Arbitration.

1. Any disputes arising out of this contract as well as any disputes resulting from this contract shall be exclusively referred to arbitration in accordance with the Rules for Arbitration of NOFOTA, the Netherlands Oils, Fats and Oilseeds Trade Association, Oils, Fats and Allied Products Division, of Rotterdam in force at the date of this contract.
2. Persons through whose intermediary this contract has been concluded and who have signed the sold and/or bought notes shall submit any dispute which may arise either out of the contract or out of their intermediary, to the aforementioned arbitration. They may be called upon as third parties in a dispute between the buyer and the seller.
3. A dispute shall also then be deemed to exist, if one of the parties fails to pay a claim of the other party without contesting the correctness thereof.
4. Application for arbitration shall, on pain of losing the right to make a claim, be made in accordance with the Rules for Arbitration within 3 months after the day on which the dispute has arisen, exceptional cases, at the discretion of arbitrators, excepted. The party applying for arbitration shall notify the other party of the application at the same time. In a string and in a circle applications for arbitration shall also be allowed after expiry of the aforementioned period(s), provided that the first application was made in good time and the subsequent applications/notices were made/passed on immediately upon receipt of the notice of the preceding application.

Article 1.

Sale.

The general principles laid down in the contracts of the Netherlands Oils, Fats and Oilseeds Trade Association shall apply to the present contract.

Article 2.

Duties, Taxes and Levies.

1. Any duties, levies and taxes bearing upon the goods shall be for account of the seller. Unless explicitly agreed otherwise, in this case duties, levies and taxes, in as far as these have become effective or have been increased between the date of the contract and the date of physical delivery shall be for account of the buyer, any repeals and/or reductions thereof between the dates referred to above, shall be to the benefit of the buyer.
2. If sold/bought for export, the duties, levies and taxes bearing upon the goods in the exporting country shall be for account of the seller and the duties, levies and taxes in the importing country shall be for account of the buyer.

Article 3.

Days.

1. In any month containing an odd number of days, the middle day shall be reckoned as belonging to both halves of the month.

Non-working days and business hours.

2. Saturdays, Sundays, public holidays and any day or part of a day which the Association shall declare to be a non-working day at the place where acts have to be performed in execution of this contract, shall not be considered as working days.
3. Should the timelimit for doing any act or giving any notice expire on a Saturday, Sunday or any public holiday or on any day declared to be a non-working day, the time so limited shall be extended until the first working day thereafter. All working days shall be deemed to end at 17.00 hours local time. The contractual shipping/delivery period shall not be affected by this clause.

Article 4.

Force majeure.

1. Force majeure affecting the seller shall be understood to mean any unforeseen exceptional circumstance beyond seller's control and not for his account or at his risk, arisen after the contract has been made, as a result of which he will not be able to fulfil his obligations.
2. The seller shall notify the buyer immediately by telegram, telex or any other means of rapid written communication after force majeure has occurred.
3. Upon termination of force majeure the seller shall be obliged to deliver or dispatch the goods as soon as possible. The buyer shall be allowed a reasonable period to take delivery of the goods.
4. If force majeure prevents seller from delivering or dispatching the goods at the latest on the 16th day after the last day, on which he should have delivered or dispatched the goods, the contract shall be cancelled and the purchase price shall be refunded immediately if payment already has been made.
5. The provisions of the foregoing paragraphs of this clause shall apply accordingly in the event of force majeure on the part of the buyer provided that, if normal transportation by water, road or rail is hampered in consequence of abnormal waterlevels, ice, floating ice, snow or other circumstances, the seller shall have the right to store the goods for buyer's account and risk whether or not with third parties, unless the buyer takes delivery of the goods by other than the agreed means. The seller shall be obliged to insure the goods or to keep them insured and shall be entitled to charge the premium to the buyer.
6. If, as a result of force majeure, the goods which the seller appropriated to the buyer are wholly or partly lost, the contract or that part thereof shall be cancelled and the purchase price shall be refunded immediately if payment already has been made; the seller shall be responsible for furnishing evidence that those goods were intended for delivery against the contract in question.
7. Dissolution of the contract of sale in deviation of the foregoing on the basis of article 6:265 Dutch Civil Code is excluded.
8. If an event constituting force majeure occurs affecting either the seller or the buyer, which has not been covered by the foregoing, then failing agreement between the parties, a dispute shall be deemed to exist and the consequences of such force majeure shall be settled by arbitration.

Article 5.

Insolvency.

1. If before fulfilment of the contract either party suspends payment, applies for an official moratorium or becomes or is declared bankrupt, the contract shall be cancelled and settlement shall be made at the market value on the working day after the day on which the event in question can be deemed to have been public knowledge.
2. Should the parties fail to agree on the abovementioned day and/or the market value, these shall be determined by arbitration.