



**General Sales Conditions (GSC)**  
**of Codrico Rotterdam BV (versie 6 d.d. 6-11-2023)**

**1. Applicability**

- 1.1 These general conditions ('**Conditions**') are applicable to every quote, offer, order confirmation and delivery of Codrico Rotterdam BV (hereinafter referred to as: '**Codrico**'), and form part of every agreement ('**Agreement**') entered into by Codrico with another party ('**Buyer**') with regard to goods and/or services to be supplied by Codrico, as well as (legal) acts in connection with that, insofar as the parties have not explicitly deviated from these Conditions in writing.
- 1.2 The applicability of any general (purchase) conditions applied by the Buyer is explicitly rejected by Codrico.
- 1.3 Changes or supplements to these Conditions or the Agreement only bind Codrico after written confirmation thereof by Codrico and only relate to the agreement concerned.
- 1.4 Verbal arrangements and/or promises only bind Codrico if they have been confirmed by Codrico to the Buyer in writing.
- 1.5 If one or more of the provisions of these Conditions are void, the remaining provisions of these Conditions will remain in full force.

**2. Offers and formation of the Agreement**

- 2.1 All quotes and offers made by Codrico, both verbally and in writing, are free of obligation and can be revoked by Codrico at all times.
- 2.2 An Agreement is formed by the written confirmation thereof by Codrico (Sales Contract), yet in any case the moment that Codrico starts executing the Agreement. In the event of an instruction for partial deliveries, the Agreement is deemed to have been formed in full once the first partial delivery has been made.
- 2.3 Any arrangement, promises, supplements and/or changes made in or to the Agreement after order confirmation are only binding if agreed by the parties in writing.
- 2.4 If so deemed required or desired by Codrico, Codrico will be entitled to engage third parties in the execution of the Agreement, the costs of which will be passed on to the Buyer. Codrico will consult the Buyer regarding this in advance.

**3. Prices**

- 3.1 All prices are in Euros and exclusive of VAT of the relevant country, unless agreed otherwise.
- 3.2 All prices stated by Codrico are based on delivery EXW Codrico's facility in Rotterdam, Incoterms 2020 of the International Chamber of Commerce in Paris, unless agreed otherwise in writing.
- 3.3 Any other costs to be incurred in connection with the delivery are not included in the price, insofar as not agreed otherwise in the Agreement.
- 3.4 If one or more cost price factors are subject to an increase after the offer date or in the event of a change in the exchange rate - regardless of whether this increase could have been foreseen - Codrico will be entitled to increase the agreed price accordingly, mentioning the reason for such price increase. If the price increase is 100% or more, then the Buyer will have the option to withdraw from the Agreement.
- 3.5 Codrico will be entitled to charge taxes, import duties, levies and other taxes imposed by the authorities that were not known or in force at the time when the Agreement was concluded, or increases thereof. If the price increase is 100% or more, then the Buyer will have the option to withdraw from the Agreement.

3.6 If the Buyer requests Codrico to apply for a VAT exemption (EC 2018/1912), Codrico will act accordingly on the express condition that Buyer provides sufficient and eligible evidence as stipulated in EC 2018/1912. If the Buyer fails to do so at the latest on the 10<sup>th</sup> day of the month following the month of delivery Codrico is entitled to charge national VAT and the Buyer is obliged to immediately pay this VAT amount to Codrico.

#### **4. Delivery and delivery period**

4.1 All deliveries are made EXW Codrico's facility in Rotterdam, unless explicitly agreed otherwise. Codrico is entitled to supply the goods in parts.

4.2 Insofar as the parties, contrary to Article 4.1, in practices of trade agree on another Incoterm, these will be the Incoterms 2020 of the International Chamber of Commerce in Paris, unless explicitly agreed otherwise.

4.3 Delivery times are stated for indicative purposes only and are never final. If the given delivery date or dates cannot be honoured by Codrico, Codrico will notify the Buyer thereof expeditiously, stating the newly expected delivery dates, without the Buyer being able to derive any right to any compensation from this or set aside (*Dutch: ontbinden*) or to cancel the Agreement. If Codrico continues to fail in the performance two (2) weeks after the delivery date stated in the Agreement, the Buyer will be entitled to cancel the Agreement in full or for the non-performed part, provided the cancellation is effected by courier or registered letter and Codrico receives the cancellation notice prior to delivery of the goods concerned.

#### **5. Sampling & analysis**

5.1 Codrico and the Buyer can take sealed samples in triplicate in the usual manner at the place and time of the delivery in accordance with the applicable Incoterm.

5.2 If there is a dispute on quality, one of the samples mentioned in paragraph 1 will as soon as possible, but at latest within seven days, be subject to an analysis by a laboratory to be designated by Codrico.

5.3 The result of the analysis is binding, subject to the right of each of the parties to order a second test within ten working days after the result of the analysis has been announced in a counter-analysis, consisting of an analysis of a different sample as set out in paragraph 1, to be executed by another or the same laboratory. If the result of the counter-analysis corresponds with the result of the first analysis, the result of the counter-analysis will be binding on both parties. Should the result of the counter-analysis of the second sample be the opposite of that of the first sample with regard to (non-)conformity of the goods, the analysis of the third (last) sample by a laboratory to be designated by Codrico will be final and binding upon the parties for all purposes, except in cases of fraud and/or manifest error.

5.4 The costs of the analysis will be borne by the party which is held to be in the wrong according to the final outcome of said analyses.

#### **6. Transfer of ownership and risk**

6.1 Codrico retains title to the goods sold and/or delivered until the moment the Buyer has fulfilled all his payment obligations and any additional costs.

6.2 In case the Buyer is also obliged to pay compensation to Codrico, the ownership of the goods will only be transferred upon payment of the compensation in full.

6.3 During the period that ownership of the goods remains vested in Codrico, the Buyer is obliged to carefully store the goods supplied under retention of title and as the recognisable property of Codrico, while the Buyer shall not pledge or transfer the goods to third parties (as security) before payment is made. The purchase price claims of the Buyer against its customers resulting from reselling the goods to its customers is herewith fully assigned to Codrico. Codrico accepts this assignment.

6.4 If the Buyer fails in the fulfilment of his obligations towards Codrico, or if Codrico has reasonable grounds to doubt that the Buyer will fail in the fulfilment of those obligations, Codrico, without prior notification, will be authorised to take back the goods supplied, without prejudice to the right of Codrico to compensation.

6.5 If the Agreement is set aside (*Dutch: ontbonden*) by Codrico, the Buyer must immediately place the goods at Codrico's disposal. The Buyer shall not have a right of lien (*Dutch: retentierecht*) in respect of the goods and shall not effect prejudgment attachments to the goods.

6.6 The risk with regard to the goods sold transfers upon delivery, which will be EXW Codrico's facility in Rotterdam, unless agreed otherwise.

## **7. Transport documents**

7.1 The copy held by Codrico of the transport document signed by the carrier for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.

7.2 If contrary to Article 4.1, alternative delivery conditions are agreed, the transport document signed by or on behalf of the Buyer for receipt, without comments, will serve as full evidence of the dispatch of the quantities stated on the transport document, as well as of the external condition of the goods.

## **8. Complaints**

8.1 Upon delivery, the Buyer is obliged to inspect the goods and/or documents in respect of the goods to verify whether they conform to the Agreement.

8.2 Complaints with regard to the quantity must be immediately noted down on the confirmation of receipt, upon handover of the goods bought to the Buyer or recipient of the Buyer. Complaints with regard to the quality of the goods sold must be submitted to Codrico in writing immediately or at least within twenty four (24) hours of receiving the goods concerned and in the event of hidden defects within twenty four (24) hours after the defect has been detected, together with pictures of the relevant product. Complaints in respect of product safety shall be made by the Buyer to Codrico immediately by e-mail at [customerservice@codrico.com](mailto:customerservice@codrico.com) as well as by phone at +31(0)10 290 6666 mentioning all relevant information regarding the possible danger(s), including the measures taken by the Buyer.

8.3 Complaints with regard to invoices must also be submitted in writing, within five (5) days of the invoice date.

8.4 Following expiry of the terms referred to in Article 8.2 and/or the non-compliance with Article 8.3, the Buyer will no longer be able to invoke that the goods and/or documents supplied are not conforming to the Agreement.

8.5 Faults in part of the delivery do not constitute a right to refuse the entire batch.

8.6 Goods returned without prior consultation with Codrico will not be accepted by Codrico. Return shipments are at the expense and risk of the Buyer.

8.7 Regardless of the previous paragraphs of this Article, complaints will not be accepted by Codrico if the goods supplied have been processed or treated or supplied to a third party.

8.8 Complaints or disputes, of whatever nature, do not entitle the Buyer to suspend payment.

8.9 If any complaint is justified, Codrico, at its discretion, can either resupply the goods concerned or refund the purchase price, as part of which the goods concerned must be made available to Codrico in their original condition and free from any damage. Codrico is not obliged to pay any damages, losses or costs to the extent that Codrico did not act intentional or recklessly and with knowledge that damage would very likely result and to the extent that mandatory statutory provisions under the relevant law contradict the restriction of the limitation of liability.

8.10 The Buyer is not allowed to comment negatively about Codrico and/or the delivered product in the media, social media or otherwise, in the absence of which the Buyer will be liable towards Codrico for the damage to be suffered by the latter, including but not limited to damage to the image of Codrico.

**9. Quantities, dimensions, weights and further details**

- 9.1 Minor deviations – to be determined by trade custom – relating to specified dimensions, weights, quantities, qualities, colours, odours and/or other such details are not deemed shortcomings by Codrico.
- 9.2 All weights are final and definitive as determined at the time of loading at Codrico's facility.
- 9.3 All agreed volumes by Codrico are to be considered approximates. To the sole discretion of Codrico 2% more or less can be supplied. In case of surplus supply up to 2% of the agreed volume, the contract price will be used. In case of mutually agreed excess of the 2%, the market price, based on the applicable Incoterm, will be applied unless otherwise agreed in writing.
- 9.4 In case of the sale or delivery of pellets, flakes, chips, chunks or other shaped products, broken material, pieces and/or meal shall be received and paid for as pellets, flakes, chips, chunks or other shaped product.

**10. Payment**

- 10.1 Payments must be effected within seven (7) days of acceptance of the order confirmation by Codrico, in the agreed currency used for invoicing by bank transfer unless agreed otherwise in writing.
- 10.2 In case Codrico supplies goods in parts, Codrico will be entitled to invoice separately and the Buyer will be obliged to pay these invoices as if they were invoices for separate agreements.
- 10.3 If the Buyer fails to pay an amount owed no later than on the due date, he is deemed to be in default by operation of law, without the need for any demand or notice of default. In that event, all amounts of Codrico owed by the Buyer will become immediately due and payable, regardless of whether Codrico has already invoiced these amounts. As such, Codrico will not be obliged to make any further deliveries to the Buyer and it is entitled to suspend all agreements entered into with the Buyer or to terminate (*Dutch: opzeggen*) or set aside (*Dutch: ontbinden*) them without judicial intervention, without prejudice to the obligation of the Buyer to pay compensation. This provision also applies if the Buyer dies, is declared bankrupt or applies for a moratorium on payments.
- 10.4 The Buyer is in no event entitled to any setoff, discount and/or suspension.
- 10.5 Both before and after conclusion of the Agreement, Codrico will be entitled to demand from the Buyer payment in advance or security, to ensure that payment and other obligations are fulfilled. If the Buyer has failed to meet this requirement within fourteen (14) days, Codrico will be entitled to set aside (*Dutch: ontbinden*) the Agreement, without judicial intervention and without being obliged to pay compensation.
- 10.6 In the event of a failure to pay (within the agreed payment term), the Buyer, without any demand or notice of default being required, from that date onward, owes interest in accordance with the commercial interest rate by virtue of Section 6:119a of the Dutch Civil Code (DCC), plus 2% on the outstanding amount, up to the date on which payment is received.
- 10.7 If the Buyer fails in the fulfilment of his obligations, he owes extrajudicial (collection) costs, which are set at 20% of the principal sum owed, or 20% of the damage suffered or actual costs incurred for legal assistance, should those amounts be higher, as well as all legal costs.
- 10.8 Payments made by the Buyer will firstly be applied to reduce costs owed, subsequently to any interest due and finally to the invoice that has been outstanding for longest.

## **11. Force majeure**

- 11.1 In the event Codrico is unable to partially or fully fulfil its obligations under the Agreement due to reasons that cannot be attributed to Codrico, that were unforeseen or could not reasonably be prevented, including, but not limited to, strikes, stagnation with suppliers, government measures and/or measures by order of any permit to be obtained from the government, bans on import, export or transports, fire, flooding, unforeseen low water levels, natural and/or nuclear disasters, (threat of) war, diseases, epidemics and/or pandemics (like Covid-19) etc., the obligations of Codrico will be suspended until Codrico will be able to fulfil its obligations in the agreed manner, where Codrico will not be deemed to be in default in any way or owe the Buyer any compensation.
- 11.2 If it has been agreed to make partial deliveries, the above provision applies to each delivery separately.
- 11.3 Cases of force majeure invoked by the suppliers of Codrico, also apply to Codrico as a case of force majeure.

## **12. Liability**

- 12.1 If the delivered goods do not comply with the Agreement, the Buyer is only entitled to compensation or price reduction. The Buyer is not entitled to set aside the Agreement.
- 12.2 Any liability of Codrico in respect of a breach of the Agreement and/or delivery of goods and/or documents in respect of the goods, as well as arising from a wrongful act, will be limited to a maximum of 100% of the invoice value of the delivered goods exclusive of VAT and/or other levies. In the event of partial deliveries, Codrico's liability is limited to the invoice value of the relevant partial delivery exclusive of VAT and/or other levies. Any liability of Codrico is in any case and under any circumstances limited to the amount covered under the liability insurance of Codrico.
- 12.3 Codrico will in no event be liable for:
- a. indirect and/or consequential damage (which in any case includes direct trading loss, business interruption, loss of profits, goodwill, opportunity or anticipated savings or use on the part of the Buyer, as well damage caused by death or (personal) injury, product liability claims, product recall costs, costs relating to (appealing against) administrative and/or criminal enforcement by authorities, recall(s) and legal assistance) arisen at the Buyer or third parties;
  - b. damage arisen at the Buyer or third parties as a result of acts or omissions of subordinates and/or independent auxiliary persons or suppliers by Codrico, which includes their staff;
  - c. damage arisen at the Buyer or third parties which is the result of the Buyer providing Codrico with incorrect or incomplete information, also if this information and/or documentation originates from third parties, or damage that is otherwise the result of instructions, acts or omissions of the Buyer, his employees and/or subcontractors.
- 12.4 Limitations or exclusions of liability do not apply insofar as the damage is the result of an act or omission by the management or board of Codrico, caused with intent or if it is the result of recklessness and with the knowledge that this damage was very likely to arise from it.
- 12.5 The Buyer's right to compensation does in any case cease:
- as soon as the Buyer has used, treated or processed the goods supplied by Codrico;
  - if the Buyer has failed to claim or complain within the term referred to in Article 8 of these Conditions.
- 12.6 Codrico cannot be held liable for any advice given or to be given to the Buyer.
- 12.7 The Buyer will fully cooperate in Codrico's investigation into the cause, nature and scope of the damage. If such cooperation is not given, the Buyer loses the possibility of compensation of the damage.

- 12.8 The Buyer is obliged to compensate and indemnify Codrico for and against all third-party claims (including, but not limited to product liability claims, product recall costs and claims from auxiliary persons and employees of the Buyer and Codrico) arising from or in connection with the Agreement and/or the goods supplied, except insofar as these claims are the result of (i) intent on the part of Codrico's managers or board of directors to cause damage or (ii) recklessness with the knowledge that damage is very likely to arise from it on the part of Codrico's managers or board of directors.
- 12.9 Codrico does not issue guarantees with regard to the usability, marketability or suitability of any purpose of the goods supplied.

### **13. Suspension and termination of the Agreement**

- 13.1 In the event that the Buyer fails to fulfil any of his obligations ensuing from the Agreement or fails to do so properly or in good time, as well as in the event of liquidation, moratorium or guardianship of the Buyer, or the discontinuation of his business, merger with or takeover of the Buyer by another party, Codrico, at its discretion and without being obliged to pay any compensation and without prejudice to any of its other rights, will be entitled to terminate (*Dutch: opzeggen*) the Agreement or to partially or fully set aside (*Dutch: ontbinden*) it by means of an extrajudicial declaration, or to suspend the (further) execution of the Agreement.
- 13.2 In the event of a situation as described in Article 13.1 (force majeure), Codrico will be entitled to set aside (*Dutch: ontbinden*) the Agreement. Reference is also made to Articles 15.2, 16.2, 17.2 and 18.4.
- 13.3 In the event of termination by Codrico by virtue of Article 13.1, Codrico, at its discretion, by way of compensation, is entitled to:
- a. the possible negative difference between the contract price and the market value of the goods as at the day of non-performance, or;
  - b. the difference between the contract price and the price of the covering sale,
- all this without prejudice to the right of Codrico to additional or alternative compensation.
- 13.4 Every right of the Buyer to set aside (*Dutch: ontbinden*) and/or terminate (*Dutch: opzeggen*) the Agreement is excluded.

### **14. Auxiliary persons**

- 14.1 Codrico, without prior approval from the Buyer, is entitled to engage third parties for the execution of the Agreement. In the event Codrico has engaged a third party for the execution of the Agreement, these Conditions also serve to protect this third party towards parties other than Codrico and this third party will be able to rely on these Conditions towards parties other than Codrico.

### **15. Sanctions and exportrestrictions**

- 15.1 The Buyer guarantees the compliance with all applicable sanctions and limitations laid down in and following from all relevant sanctions and export control regulations (including, but not limited to those of the Netherlands and/or the United States and/or the United Kingdom and/or the United Nations) in force at the time of conclusion of the Agreement and during its performance.
- 15.2 Codrico is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement, if it supposes in reason that:
- a. the goods are directly or indirectly intended for any country or industry for which a sanction is in force for the relevant goods;
  - b. directly or indirectly sanctioned parties are involved in the financial transaction, or if the financial institutions involved in the transaction have serious doubts about this as a result of which they do not authorize and/or execute the financial transaction; or
  - c. there may be intentional circumvention of the objectives of applicable sanctions and export regulations.

**16. Anti-corruption**

- 16.1 The Buyer guarantees that it will comply with all relevant and/or applicable legislation in the field of anti-corruption – including, but not limited to legislation of the Netherlands and/or the European Union and/or the United States and/or the United Kingdom and/or the United Nations and/or any other country relevant to the performance of the Agreement – in performing all acts related to the performance of the Agreement.
- 16.2 Codrico is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer violate the regulations referred to in Article 16.1.

**17. Unusual transactions**

- 17.1 The Buyer accepts that Codrico will report unusual transactions to the competent authorities on the basis of applicable regulations for the prevention of money laundering and terrorist financing.
- 17.2 Codrico is entitled to immediately set aside (*Dutch: ontbinden*) the Agreement if it reasonably suspects that the Buyer and/or third parties engaged by the Buyer violate the regulations referred to in Article 17.1.

**18. Miscellaneous**

- 18.1 Returns are only permitted if Codrico has agreed to such in writing in advance or if such returns are executed by or on behalf of Codrico. Unless agreed otherwise, returns are at the expense and risk of the Buyer. In the event that the complaint is upheld by Codrico, Codrico shall reimburse the Buyer for the cost of the return.
- 18.2 Unless otherwise agreed in writing the standard loading hours for Codrico's plant are between 07:30-15:00 CET, Saturdays, Sundays and Holidays are excluded.
- 18.3 Unless otherwise agreed, goods will have at least 50% of their initial shelf life remaining at the time of loading at Codrico's plant or 3<sup>rd</sup> party warehouse.
- 18.4 In case of monetary compensation for one or multiple complains involving amounts <EUR 150, Codrico reserves the right to wait with offsetting until the final invoice of the full contract.
- 18.5 To be valid, stipulations varying from any of these Conditions must be agreed upon in writing.

**19. Intellectual property rights**

- 19.1 All intellectual property rights which are owned by Codrico or its supplier(s) shall remain the property of Codrico at all times. The Buyer shall not in any way acquire any rights of intellectual property in relation to intellectual property rights (the ownership of which is) resting with Codrico or to any information received from Codrico in any form whatsoever.
- 19.2 All documents provided by Codrico, such as reports, advices, agreements, designs, sketches, drawings, etc. are solely intended for use by the Buyer and for the project for which they are intended. These documents may not be reproduced, published, edited or processed, nor may they be communicated to third parties without prior permission from Codrico, unless the nature of the document suggests otherwise.
- 19.3 The designs, sketches, drawings, samples, etc. created by Codrico in the context of the agreement shall remain the property of Codrico, regardless of whether these have been made available to the Buyer or to third parties, unless the Agreement expressly states otherwise.
- 19.4 The Buyer is not permitted to change the delivered goods, wholly or in part, or to provide them with a different brand name and/or packaging, or otherwise to remove or change any indication of copyright, trademarks, trade names or other intellectual or industrial property rights of Codrico, unless otherwise agreed in writing.

19.5 The Buyer is not permitted to use any name, trade name, trademark, logo or any other reference to Codrico in any external press release, advertising materials, publicity materials or other, without the permission of Codrico.

## **20. Data privacy protection**

20.1 Codrico processes personal data in accordance with applicable national and/or international data protection laws, both within as outside the EU.

20.2 In case Codrico processes personal data for the Buyer in the course of its performance under the Agreement, Codrico can be qualified as data processor and the provisions in this article will also qualify as data processing agreement as stipulated in the EU General Data Protection Regulation. Codrico will solely process received personal data further to documented instructions from the Buyer and will not in any way use (or cause to be used) such personal data other than necessary for its performance under the agreement.

20.3 Codrico will implement appropriate technical and organisational security measures to ensure confidentiality and protection against loss or unlawful processing. The Buyer is allowed to at its own expenses to periodically examine and evaluate these measures. Codrico will at the choice of the Buyer, delete or return all personal data after the end of the provision of services relating to processing, unless storage is required by law.

20.4 At its first request Codrico will assist the Buyer and provide all information available which enables the Buyer to comply with its own statutory obligations and to demonstrate this. The Buyer acknowledges and agrees that in the course of its performance under the agreement, Codrico may use further (sub)processors. Codrico will impose upon such further processors the same data protection obligations as stipulated in this article.

20.5 Codrico is not liable for damage of any kind (whether direct or consequential) resulting from its processing of personal data under the agreement. The Buyer indemnifies Codrico (in its role as data processor or otherwise) against any third party claim or action resulting directly or indirectly from Codrico's processing of personal data.

## **21. Time limit**

21.1 Any claim against Codrico must be brought before the competent court or arbitration institute as stipulated in Article 22.2 no later than twelve (12) months after delivery of the claim related goods, failing which any rights, including but not limited to the right to compensation and/or performance extinguishes.

## **22. Applicable law and jurisdiction**

22.1 These Conditions, as well as every quote, offer, order confirmation, delivery and Agreement to be entered into, are governed by the CISG (United Nations Convention on Contracts for the International Sale of Goods) and in addition by Dutch law.

22.2 Any disputes following from or relating to the Agreement or these Conditions will be settled exclusively by (i) the Court of Rotterdam, the Netherlands, if the Buyer has its statutory office in the European Economic Area ('EEA') or (ii) by means of NAI-Arbitration (<https://www.nai-nl.org/en/>) in Rotterdam, the Netherlands, if the Buyer has its statutory office outside the European Economic Area. Regardless of the above provisions of this Article, Codrico is always free to submit disputes as referred to above to the competent court of the country in which the goods are located or – in case they are transported – will be located, or the competent court of the country in which the Buyer is established.

**The general sales conditions have been registered with the Chamber of Commerce in Rotterdam and can be consulted and downloaded at <https://www.codrico.com/>.**