

Terms & Conditions Aartsen Asia Limited

1. The following terms and conditions shall apply to each and any quotation, commercial invoice, contract, arrangement or other obligation ("Contract") regarding the sale of goods ("Goods") by Aartsen Asia Limited ("Aartsen") to any of its customers/relations ("Buyer"). Any payment by Buyer in relation to any Goods shall be deemed Buyer's unconditional acceptance of these terms and conditions. Any deviating or contradicting terms are rejected and shall only apply upon Aartsen explicit written consent (the acceptance or performance of any order by Aartsen shall not be deemed to imply any such consent).
2. Delivery periods set out in any Contract, or otherwise specified by Aartsen, are estimates only and shall under no circumstances be deemed firm deadlines. If any delivery period is exceeded, Buyer shall not be entitled to any remedy (including those in tort or arising under statute) until delivery has been delayed by four weeks, after which Buyer shall be entitled to dissolve the Contract, but without the right to claim any compensation or to invoke any other remedy.
3. Ownership title of all Goods under a certain Contract shall remain with Aartsen, and shall only pass to Buyer once Buyer has performed each of its obligations under such Contract in full.
4. Invoices may be issued by Aartsen in accordance with the payment terms in the Contract and are payable by the Buyer according to the terms specified in the Contract. In case of late payment by Buyer, Aartsen shall be entitled to charge 0.03% default interest over the outstanding amount per day delay.
5. Buyer shall inspect all Goods immediately upon delivery and report any quality or quantity issues in writing (including email) to Aartsen within 24 hours from the arrival date at the premises of the Buyer; any failure to do so shall result in such Goods being deemed accepted by Buyer without any defect or claim. In case of any claim by Buyer, Aartsen shall be entitled to immediately receive the temperature recorders accompanying the relevant Goods (including their data) and to have the Goods surveyed by an internationally recognized expert. In case of insufficient quantity or quality of the Goods, Aartsen may, at its sole discretion, either replace the relevant Goods or lower the purchase price proportionally. Buyer acknowledges that fruit is a natural product subject to decomposition, hence there shall be no warranty period whatsoever on any of the Goods. Aartsen assumes no liability for the goods forwarded by the Buyer to another delivery point or transshipped by the Buyer. If this is the case, the Buyer shall not have the right to file any claims regarding the Goods to Aartsen.

6. Aartsen liability (whether in contract, tort or otherwise) shall at all times and under all circumstances be limited to the invoice amount of the relevant Contract. Aartsen shall not be liable for any indirect loss, nor for any loss (whether direct or indirect) of profit, business, revenue, reputation or goodwill. The Buyer shall indemnify Aartsen against any and all claims from third parties of whatever nature in relation to any Goods.
7. In the event of force majeure, which includes (without limitation) any circumstances outside Aartsen control, Aartsen shall not be liable in any way, and its obligations under the relevant Contract shall be postponed for the duration of the force majeure, provided that after four weeks Buyer may dissolve the Contract in accordance with article 2 herein.
8. If any duties, levies or taxes are promulgated or increased after the formation of any Contract, Aartsen shall be entitled to increase the sales price accordingly (even when such event was foreseeable at the time of entering into the relevant Contract).
9. Buyer guarantees to Aartsen that it holds all permits, licenses and approvals required for the import, transit and handling of the Goods. Goods transported to the POD (port of discharge) on the Contract are also meant to be sold in the country of that corresponding POD only. Aartsen assumes no liability for the goods forwarded by the Buyer to another delivery point or transhipped by the Buyer.
10. Each Contract shall be governed by and construed in accordance with the laws of Hong Kong. Any dispute, controversy, difference or claim arising out of or relating to any Contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law, the seat of arbitration shall be Hong Kong and the number of arbitrators shall be one.