



Asianuts  
Willem van Beierenstraat 14  
4698RS Oud-Vossemeer  
The Netherlands  
Company registration (K.v.K): 64928578

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## **General sales terms and conditions**

When buying from Asianuts you agree to the following:

### **1. Ownership of goods delivered**

- a. Asianuts stays the owner of the delivered goods until full payment is received.

### **2. Pay invoice by its due date**

- a. Invoices may be disputed up to 7 days from invoice date.
- b. Client agrees to pay undisputed invoices by the expiry date shown on invoice.
- c. Invoices not paid 14 days after invoice due, may be forwarded to collection office and are subject to extra charges as follows
- d. All collection costs and damages of late payment will be paid by the client. Minimum collection costs are 15% from invoice value. Minimum damage costs are 15% of invoice value
- e. Asianuts charge interest on late payments of 12% per year calculated from the invoice due date.
- f. Asianuts reserves the right to publish, forward and distribute details of late or non paying clients in any media, including Gradeon, Creditsafe, Dun & Bradstreet or any other medium.

### **3. Value added tax**

- a. Client will provide a valid VAT number
- b. If a client based outside of the Netherlands loads by himself in our warehouse in The Netherlands, client will be able to provide Asianuts documented proof that the goods have been exported out of The Netherlands.
- c. If Asianuts makes a mistake and charges wrong V.A.T, Asianuts has the right to correct and re-issue the invoice.

### **4. Claim policy**

- a. If delivered product is not according to agreed specs, quality claims may be accepted no more than **48 hours after arrival**.- except claims related to laboratory analysis (MRL, Toxines). These claims may be accepted within 2 weeks of arrival.
- b. Every claim must be supported with a detailed report, explaining the problem and which % of the shipment is affected. Report must be supported with high resolution photos (at least 5) , showing the problem and identification data as carton stickers, lot numbers etc. Client is expected to check at least 30% of the shipment before lodging a claim.
- c. The claim must be proportional to the damage and reasonable.
- d. If needed, an external survey will be made. Costs of the survey will be shared.
- e. Asianuts expect to reach **mutual agreement for every step** in the claim handling/settlement. Good communication is the key.
- f. The client is expected to take action in order to minimize the damage.

### **5. Food safety**

- a. Asianuts takes the European food safety standards as a guideline.
- b. If client requires other food safety standards/certifications/tests MRL, client must inform Asianuts in writing before placing the order.
- c. Any lab tests and analysis done by client after delivery will be paid by the client unless otherwise agreed.

### **6. Export documents/ other requirements**

- a. Client is responsible to specify in writing before shipment leaves which documents/certificates/requirements are needed for the customs and other formalities related to import of the goods.
- b. Asianuts will not be responsible for extra costs/ loss of shipment/delays incurred due to missing/ wrong information supplied by the client.

**7. Electronic Communications**

- a. Emails with purchase and sales orders, electronic signatures, signatures for delivery confirmations on handheld computer of the delivery company, confirmations etc. are binding as if they were signed in handwriting.
- b. Client agrees to receive invoices by email. If the client wants to receive paper invoices he must give a written notice to Asianuts.

**8. Deliveries**

- a. In case Asianuts delivers the goods to the client, price includes **one delivery attempt** during business hours or another agreed time.
- b. It is assumed that the delivery location is accessible for trucks. If this is not the case client must inform Asianuts in advance and pay any resulting surcharges.
- c. For up to 10 pallets offloading time will not exceed 30 minutes. Longer offloading times will be charged according to the transport company prices.
- d. In case of failed deliveries client will pay a surcharge for re-delivery according to the fees of the transport company
- e. If the delivery was unsuccessful client will pay the return freight costs and any other damage/cost incurred.
- f. The client should inspect the shipment before signing the delivery note/CMR. In case of transport damage/missing items, the delivery driver must be immediately notified, and damage description must be written on the delivery note/CMR. The driver should sign the notes as well. Then a claim must be made within 24 hours. Client will take pictures to support the claim.
- g. If client reject the delivery without any reasonable reason and without consulting Asianuts, client will pay all associated damage/cost incurred like return freight, documents cost, handling charges, loss etc.

**9. Recycling, packaging and waste**

Client is required to comply with local waste laws for disposal of transport packaging as boxes, foils, pallet and so forth. If necessary the client will dispose of the packaging waste on behalf of Asianuts without charging for this service, unless otherwise agreed. Client must inform Asianuts if there is a relevant law that Asianuts must comply with regarding to packaging and disposal. Currently Asianuts complies with the German law for take back of consumer packaging and is registered with Stiftung Zentrale Stelle Verpackungsregister.

**10. Liability**

Asianuts is not liable for consequential or indirect loss or damages arising from products or services provided, such as (but not limited to) lost profit, trading loss or damage due to business interruption.

- 11. **These terms and conditions can be revised from time to time without prior notice.**

**I hereby agree to the general terms and conditions**

**Date:**

**Company:**

**Name representative:**

**Signature:**