

Easyingredients Limited

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EASYINGREDIENTS LIMITED

Terms and conditions – Broker contracts

Section 1. Applicability and validity

1.1 These General Terms shall apply to all offers, orders and /or agreements in virtue of which Easyingredients (a trading name of **Easyingredients Limited**, hereinafter referred to as: “**Broker**”) acts as an intermediary between a Buyer and a Seller to effect and entering into an agreement with regard to the sale and purchase of spices, herbs and seeds, (hereinafter referred to as “Agreement”).

1.2 Deviations from and supplements to these General Terms or to the Agreement shall be only valid if and in so far as these have been confirmed explicitly and in writing by the Broker.

Section 2. Realisation of an Agreement

2.1 All offers, tenders, price quotations etc. issued by the Broker shall be without engagement, unless otherwise indicated.

2.2 The Seller and/or the Buyer shall be bound after the Broker has confirmed an offer or order by phone, e-mail, fax or letter. If by phone even if a separate written confirmation from Buyer or Seller has not been received, the Broker's confirmed offer or order (in other words: the Agreement) stays valid.

2.3 With regard to the Agreement, it is agreed that the Broker is allowed to act as an intermediary for the Seller as well as the Buyer.

Section 3. Variations of an Agreement

Variations and supplements to Agreements concluded shall be only effective if they have been confirmed by the Broker explicitly and in writing.

Section 4. Duration and termination of an Agreement

An Agreement shall be contracted for a definite period or a particular sale and purchase, unless otherwise indicated.

Section 5. Fees, invoicing and payment

5.1 The Seller or Buyer shall be entitled to pay a fee to the Broker, at the moment the Buyer and the Seller entering into an Agreement. Fees are always payable whether the Agreement is fulfilled or not.

5.2 The scope of the fee shall be agreed between the Broker and the Buyer/Seller.

5.3 The fee shall be calculated over the total amount as mentioned in the Agreement, unless otherwise indicated. Invoicing shall take place at the conclusion of the Agreement.

5.4. The payment shall be made without setting off or suspension on any ground. The Buyer/Seller's obligation to pay shall continue to exist at any time, even if the Buyer/Seller has made arrangements with third parties concerning payments, or uses third parties for payments.

5.5 If the Buyer/Seller has not paid in full the amounts owed within the agreed upon period, the Buyer/Seller shall be in default upon expiration of that period, whether notified or not. In that case the Buyer/Seller shall owe, from the date on which the amount owed has become payable until the time of payment, an interest over the unpaid amount, which interest shall amount to the statutory interest increased by 4%, without prejudice to the Broker's other statutory or contractual rights.

Section 6. Force majeure

6.1 Force majeure shall be understood as any circumstance which is beyond the direct influence of the Broker or cannot be reasonably foreseen by it which temporarily or permanently prevents the fulfilment of the Broker's obligations under the Agreement. Such circumstances include: restrictive government measures, mobilisation, war, risk of war, revolution, strike, seizure, attachment, interruption of production, natural disaster, ice-drift, special weather conditions, delayed deliveries, shipments or non-performance of any kind by the Buyer or Seller or their agents and/or suppliers or lack of raw materials, semi-finished products, auxiliary materials and/or energy.

6.2 In the instance of force majeure the Broker shall be entitled either to suspend the fulfilment of his obligations towards the Buyer or the Seller, or to dissolve the Agreement entirely or partly at its discretion, without being in breach of the agreement nor liable for delay in performing.

6.3 Compliance in one or several cases of force majeure shall leave intact the Broker's right to make use of its right to suspend or dissolve in subsequent cases of force majeure.

Section 7. Warranties

7.1 Communications by or on behalf of the Broker concerning the quality, suitability, composition, application possibilities, properties, handling in the widest sense, etc., of goods delivered as mentioned in the Agreement shall only be considered as warranties if they have been confirmed explicitly and in writing in the form of a warranty by the Broker.

7.2 The Broker does not warrant that the goods delivered as mentioned in the Agreement are suitable for the purpose for which the Buyer intends to use them, not even if such purpose has been made known to the Broker, unless the parties have agreed explicitly and in writing otherwise.

7.3 It is the duty and responsibility of the Buyer to check the goods received from the Seller as to their fitness for purpose and quality. The Broker does not warrant that the goods match any specification or that they meet any quality standards. Any complaint regarding quality must be addressed immediately by the Buyer to the Seller.

Section 8. Liability

8.1 The Buyer/Seller agrees to indemnify, defend and hold harmless the Broker and its affiliates, and their respective officers, directors, employees, shareholders, from and against any and all claims, demands, damages, liabilities, costs and expenses (including, without limitation, fees for legal assistance) arising out of or in connection with (i) the negligent use or misuse of any goods purchased by Buyer, its employees or others, and (ii) the breach by Buyer of any of its obligations under any contract with the Seller or iii) any misrepresentation whether fraudulent, negligent or innocent, by any party of the content or quality of the goods.

8.2 The Broker shall in not in any circumstances whatever be liable for any special, consequential, indirect or pure economic loss, costs, damages charges or expenses including any loss of profit, loss of business, depletion of goodwill and or similar loss, loss of anticipated savings, loss of goods, loss of contract, loss of use.

8.3 The Broker's liability shall at all times, regardless of the cause of action (whether in contract, negligence, tort or otherwise), be limited to, in the price paid by the Buyer for the goods purchased from the Seller.

Section 9. Disputes and applicable law

9.1 Any dispute relating to an Agreement or the execution of an agreement between the Broker and the Buyer or the Seller, which cannot be settled in mutual consultation between the parties, shall be submitted to mediation, such mediator to be sought from a list of accredited mediators in the jurisdiction the Broker is registered. The Broker shall have the right, in deviation from the above and to submit a dispute to mediation in whose jurisdiction the Buyer or the Seller is registered.

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