

- PREAMBLE

The company INOVAVANILLE is registered in the RCS under the number: AHA 2014 B 00012 of the court of Antalaha

Head office address: LOT CI 113 Sambava Centre 208 Madagascar

Postal address: Sambava 208, Madagascar

Telephone: + 261 32 05 442 15

Skype: inova 140

Whatsapp: + 261 32 05 442 14

The website www.inova-vanille.com is the property of INOVA VANILLE in its entirety, as well as all related rights. Any reproduction, in whole or in part, is systematically subject to the authorisation of the owners. However, hypertext links to the site are authorised without specific request.

- ABOUT THE COMPANY

INOVA VANILLE is a company that collects, transforms and packages vanilla and vanilla products throughout the world, without any intermediary.

ACCEPTANCE OF OUR TERMS AND CONDITIONS

The web address of our general conditions of sale is written on each pro-forma and invoice.

The customer acknowledges having read the conditions of sale governing the contractual relationship between INOVA VANILLE and its customer, and declares that he/she accepts them.

Once the customer has made the payment, the customer acknowledges having read and understood our general conditions of sale without reservation.

PRICE

The amount indicated on the pro-forma invoice is the final price.

Our pro forma includes a deadline for the validity of the offer.

Our prices are net of all bank charges

Bank charges are the responsibility of the customer, the amount paid must be exactly as stated on the invoice.

The incoterms used are FOB - CIF - CFR – DAP

CONDITION OF PAYMENT

The customer must pay 100% of the order amount before shipment, or 50% at the time of order and 50% after scanning the export documents before shipment, via Swift transfer.

The client must be the payer as mentioned on the invoice.

The customer must scan his commercial register at the time of payment.

After receipt of payment the customer will be notified by email of the arrival of the funds.

The recipient's telephone number is mandatory on the invoice.

If the customer pays in instalments, the time period between each payment must not exceed 20 days.

EURO/USD PAYMENT

International payment is made in Euro or USD currency via Swift bank-to-bank transfer.

Customer's choice:

Payments under 750 euros can be made by Western Union, or by Swift transfer, especially for small orders and samples, please contact us.

MGA ARIARY PAYMENT, LOCAL PAYMENT.

Payments made in Madagascar are in Ariary and are authorised in cash or by local bank transfer in Ariary.

SAMPLE

Representative samples of our goods can be requested by the customer.

If the customer pays for a sample, or an order inferior to 1kg it is recommended to pay Western Union.

CARRIER

For CIF and DDU orders, our carrier is DHL, we can deliver your order to the airport of your choice or door to door

If you have a DHL account it is easy to operate with the FOB Sambava incoterm, please contact us.

For orders FOB ANTANANARIVO, our carrier is AIRMAD.

- INOVA VANILLE, CANNOT BE HELD RESPONSIBLE FOR THE DELAY OF SHIPMENT IN THE FOLLOWING CASES:

The client does not correspond to the trade register provided to us.

The address provided by the customer and/or the recipient is incorrect.

The customer does not give us the telephone number of the recipient.

The customer pays us but the amount is incomplete.

The customer does not pay the bank transfer fee at the time of payment The customer has chosen to pay by instalment, and the time between the two payments is more than 20 days.

- INOVA VANILLE, CANNOT BE HELD RESPONSIBLE FOR THE CANCELLATION OF THE ORDER IN THE FOLLOWING CASES :

The client does not correspond to the commercial register provided to us.

The address of the customer and/or the recipient is incorrect.

The customer does not give us the telephone number of the recipient.

The customer pays us an incomplete amount.

The customer does not pay the bank transfer fee at the time of payment.

The customer is blacklisted by the banks.

Should any of the above cases occur, INOVA VANILLE will be able to return the funds to the customer, transfer fees to be paid by the customer.

The customer pays a pro-forma invoice that is invalid, or past the date of the offer.

- INOVA VANILLA CANNOT BE HELD RESPONSIBLE FOR THE FOLLOWING DAMAGES:

If the goods or packaging are damaged after shipment, or due to misuse, please contact us and the carrier.

- MODIFICATION OF AN ORDER DURING PREPARATION

The modification of an order by the buyer during preparation is impossible

It is not possible to modify the packaging during the preparation process.

Please consult us if one of the above situations occurs in order to find a consensus, or refusal.

The modification of the delivery address after shipment is impossible.

- QUALITY

INOVA VANILLE can not be held responsible for damages concerning the deterioration of the goods after shipment or misuse.

- INCOTERM

Incoterms proposed by INOVA VANILLE are the most commonly used:

- FOB Sambava agency DHL the delivery of the goods will be done at the agency of DHL Sambava.

- FOB Antananarivo, the delivery of the goods will be made at the international airport of IVATO, located in Antananarivo, in this case it is the responsibility of the customer to find a forwarding agent to collect the goods at the airport, INOVA VANILLE can provide a list of forwarding agents with whom we work regularly.

- CIF airport The delivery will be made at the airport requested by the customer.

-Maritime shipping

FOB Tamatave

FOB Vohemar

- RESERVATION OF OWNERSHIP

It is understood that the property of the products delivered in the object of the contract, will be transferred to him only after complete payment of the price agreed on the invoice.

- OUR PRODUCTS

INOVA VANILLE guarantees that all the products offered are available in our storage centre and are packaged in such a way as to maintain maximum freshness and hygiene.

INOVA VANILLE guarantees that all the products offered are grown in the traditional way.

MINIMUM ORDER

We do not have a minimum order quantity.

PRODUCTION CAPACITY

Our production capacity is 500 kg/month.

PRODUCT HYGIENE

INOVA VANILLE uses a reliable process from the preparation to the packaging, inspired by the EC regulation No. 852/2004, as well as the international code of practice recommended by the Codex Alimentarius, General Principles of Food Hygiene (CAC/RPC 1-1969, REV- 2003). Moreover, all our products are inspected by the phytosanitary control post before being exported, stipulating that they are in conformity with the regulations of the importing country.

INOVA VANILLE cannot be held responsible for any damage due to deterioration of the goods after shipment or misuse.

OBLIGATIONS OF INOVA VANILLA

Obligations of INOVA VANILLE :

The supply of products in conformity with the order.

Putting references on the packaging to identify the products.

Reference the batches for better traceability.

Have the goods checked by the phytosanitary control post before dispatch

Have the goods checked by the packaging control station before dispatch

Give the LTA number to the customer after shipment.

Notify the customer if the shipment is delayed due to unforeseen circumstances.

Scan customer's export documents as requested.

EXPORT DOCUMENTS

The following export documents will be included with the shipment of your order:

Invoice

Packing list

Phytosanitary certificate

Weighing certificate

Packaging control certificate

Customs declaration

Eur1 for European customers, SGP for customers outside Europe.

PACKING

Our products are carefully packed in their own packaging, before shipping.

Concerning the packaging of vanilla :

The standard packaging for vanilla is 2kg, at the request of the customer we can pack by 1kg/ 500g the price of the products packed in a packaging lower than 2kg can change, please contact us.

Regarding the packaging of vanilla beans and vanilla powder:

The standard packaging for vanilla powder and vanilla beans are the transparent food packaging.

DISPUTES

It is recalled that as a general rule, compliance with the provisions of this contract relating to the contractual guarantee implies that claims or disputes will always be received with goodwill. Good faith is always presumed in those who take the trouble to explain their situations.

The general conditions of INOVA VANILLE prevail over the general conditions of the importer, in case of dispute, the customer will apply in priority to INOVA VANILLE to obtain an amicable solution. On the other hand, if no solution is found, the Commercial Court of ANATALAHA will have sole jurisdiction.

CUSTOMER SERVICE:

Mr Ratsimbaholison Olivier nirina@inova-vanille.com

Mr Raharison Joel Dan dan@inova-vanille.com

Me Be Emeraldal Kelly: kelly@inova-vanille.com

Telephone: + 261 320 544 215

Whatsapp : + 261 32 05 442 14

Skype : inova 140

INOVA VANILLE SARL HEAD OFFICE

INOVA VANILLE SARL

Lot C I 113 centre Sambava

208 Madagascar

General mail : inova@inova-vanille.com

WEEB SITE : inova-vanille.com