

# **THE GENERAL CONDITIONS OF SALES OF INOVA VANILLE SARL**

## **PREAMBLE**

INOVA VANILLE is a registered company under Business Registration Number: AHA 2014 B 00012 of the Antalaha Court.

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## **ABOUT THE COMPANY**

INOVA VANILLE is a company that collects, packages and exports vanilla and vanilla products all over the world, without any intermediaries.

## **ACCEPTANCE OF OUR GENERAL TERMS AND CONDITIONS OF SALE**

Web address of our general terms and conditions of sale is written on each proforma and invoice.

The customer acknowledges having read the terms and conditions of sale between INOVA VANILLE and its customer, and declares that he accepts them.

Once the customer has made the payment, the customer acknowledges that he has read and understood our general terms and conditions of sale in its totality.

## **PRICE**

The amount indicated on the proforma invoice is the final price.

Our proforma includes a deadline for the validity of offer.

Our prices are net of all bank charges.

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

The Incoterms used are: FOB - CIF – CFR.

## **PAYMENT METHOD**

The customer must pay 100% of the order amount before shipment, or 50% for placing order and 50% after scanning the export documents before shipment, via swift transfer.

The ordering party mentioned on the invoice must be paid by the customer.

The ordering party must scan its business registration at the same time of payment.

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

The recipient's telephone number must be on the invoice.

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

## **EURO/USD PAYMENT**

International payment is made in Euro or USD currency via swift transfer from bank to bank.

At the customer's choice:

Payments less than 750 euros can be made by credit card, or by swift transfer, including small orders and samples, please contact us.

## **MGA ARIARY PAYMENT, LOCAL PAYMENT.**

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

## **SAMPLE**

Representative samples of our merchandise may be requested by the customer.

If the customer pays for a sample, or an order weighing less than 1kg, it is recommended to pay by credit card.

## **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.

## **LIMIT OF LIABILITY**

INOVA VANILLE, CANNOT BE HELD RESPONSIBLE FOR SHIPPING DELAYS IN THE FOLLOWING CASES:

The ordering party does not correspond to the business registration he has provided us with.

The address given for the ordering party and/or recipient is incorrect.

The customer does not give us the recipient's phone number.

The customer pays us an incomplete amount.

The customer does not pay his bank transfer fees 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 ordering party does not correspond to the business registration he has provided us.

The address given for the ordering party and/or recipient is incorrect.

The customer does not give us the recipient's phone number.

The customer pays us an incomplete amount.

The customer does not pay his bank transfer fees at the time of payment

The customer is blacklisted by the banks.

If one of the above cases occurs, INOVA VANILLE will be able to return the funds to the client, with transfer fees to be paid by the client.

The customer pays a proforma invoice that has lapsed, or expired the date of the offer.

## **INOVA VANILLE CANNOT BE HELD LIABLE FOR THE FOLLOWING DAMAGES:**

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

## **MODIFICATION OF AN ORDER IN PREPARATION**

Modification of an order by the buyer during preparation is impossible.

It is not possible to modify the packaging during preparation.

Please consult us if any of these situations happen in order to find a consensus, or refusal.

Changing the delivery address after shipment is not possible.

## **QUALITY**

INOVA VANILLE cannot be held responsible for damage concerning the deterioration of the merchandise after shipment or misuse.

## **INCOTERM**

The most commonly used Incoterms proposed by INOVA VANILLE are:

- FOB Sambava DHL agency, delivery of the goods will be made to the DHL Sambava agency.
- FOB Antananarivo, delivery of the goods will be made at IVATO International Airport, located in the capital of Madagascar, Antananarivo; in this case at the customer's expense to find a freight forwarder to collect his goods at the airport, INOVA VANILLE can provide a list of freight forwarders with whom we work regularly.
- CIF airport, delivery will be made to the airport requested by the customer.
- Maritime Shipping
- FOB Tamatave
- FOB Vohémar

## **RESERVATION OF OWNERSHIP**

It is understood that ownership of the products delivered in the subject matter of the contract will only be transferred to it after full payment of the price agreed on the invoice.

## **OUR PRODUCTS**

INOVA VANILLE guarantees that all the products offered are available in our storage center and packaged in such a way as to keep them as fresh and hygienic.

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

### **MINIMUM ORDER QUANTITY**

We do not have a minimum order.

## **PRODUCTION CAPACITY**

Our production capacity is 500 kg/month.

## **PRODUCT HYGIENE**

INOVA VANILLE uses a process recognized as reliable from preparation to packaging, based on 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). In addition, all our products before export are inspected by the phytosanitary control post stating that they comply with the regulations of the importing country.

INOVA VANILLE cannot be held responsible for damage concerning the deterioration of the merchandise after shipment or misuse.

## **INOVA VANILLE OBLIGATIONS**

Supply of products in accordance with the order.

Implementation of referencing on packaging to identify products.

Batch referencing for better traceability.

Have the goods checked by the Phytosanitary control post before shipment

Have the goods checked by the packaging control center before shipment

Give the LTA number to the customer after shipment.

Notify the customer if shipment is delayed for any reason.

Scan the customer's export documents on request.

## **EXPORT DOCUMENTS**

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

Domiciled invoice

Packing list

Phytosanitary certificate

Origin Certificate

Weighing certificate

Packaging control certificate

Customs declaration

EUR1 for European customers, SGP for customers outside Europe.

AWB

## **PACKAGING**

Our products are carefully packed in their packaging before shipment.

Concerning the packaging of vanilla:

The standard packaging for vanilla is the 2kg packaging, at the customer's request we can pack by 1kg/ 500g / 250g / 100g / 100g / 50g the price of products packed in packaging less than 2kg can change, please contact us.

Concerning the packaging of vanilla grains and vanilla powder:

The standard packaging for vanilla powder and vanilla grains is transparent food packaging.

## **CLAIMS OR DISPUTES**

Claims or disputes will always be received with kindness. Good faith is always presumed in the person who explains his situations. The general conditions of INOVA VANILLE prevail over the importer's general conditions, in case of dispute; the customer must contact INOVA VANILLE to obtain an amicable solution. On the other hand, if no solution is found, the commercial court of ANTALAHA will be the only competent.