

SALES CONDITIONS – TORSIUS TRADING BV

- Torsius Trading BV remains legal owner of the delivered goods until the total invoice amount of the shipment has been settled. All invoices have to be settled within the terms of payment stated on the (proforma) invoice.
- Torsius Trading BV delivers in accordance with the terms as stated in the INCOTERMS2020. The agreed place of delivery is stated on the (proforma) invoice. After delivery of the goods the liability will be transferred to the customer.
- In case of DAP and CPT or CFR deliveries Torsius Trading BV guarantees a minimum hatchability as stated on the (proforma) invoice. This hatchability percentage is only valid if the hatching eggs have been set within 48 hours after delivery.
- If the actual hatchability of the hatching eggs is lower than the percentage as stated on the (proforma) invoice, the hatchability of the total shipment has to be reported, specified by flock number and by hatchery (if applicable).
- In the supply of day old chicken a loss of 2% and for hatching eggs a loss of 1% (cracks and dirty shells) is allowed. Losses below these percentages will not be compensated.
- Claims are taken into consideration only if the following conditions are met:

The claim must be reported in writing, preferably by mail, sent to the responsible Sales manager (john@torsiustrading.nl).

The claim needs to be filed within the set terms; after the following terms the claim will not be taken into consideration. Within 24 hours after receipt of the hatching eggs or day old chicken on the agreed delivery place and within 48 hours after the hatch of the eggs.

In case of transport damage the relevant findings need to be stated on the Airway Bill, Bill of Lading or on the CMR. The claim will not be taken into consideration without this written statement of the previous mentioned documents, without signing by a representative of a transport company and without the signing of a veterinarian.

- The claim needs to be completed with a statement (report of damage) and pictures. The supporting documents are to be obtained by Torsius Trading BV within 7 days after the initial claim.
- It is the full responsibility of the customer to obtain the right import documents in time.
- These sales conditions apply to all transactions entered into Torsius Trading BV. In any disputes the Dutch law is always applicable.