



PAPER TRADING
COMPANY

Sale General terms and conditions

1. **Quality:** Quality, humidity, outthrows and prohibitives (such as food waste and medical waste) as per contract. In case the contract does not states the quality and tolerances for humidity, outthrows and prohibitives, goods are deemed to be of merchantable quality and in conformity with the trade specifications as laid down by UNI-EN 643 and ISRI US. Quality means the quality of the whole load and not individual/single bales.
2. **Weight:** Goods will be invoiced for on the basis of the weights supported by scale tickets. Loading weights: all weights indicated on the Bills of Lading are taken from scale tickets and will be deemed correct with a tolerance of 1%.
3. **Import Clearance:** Any delays occurring at discharge port as result of clearing formalities and any costs arising from such delays will be for the account of the Buyer.
4. **Failure to pay:** Buyer shall pay the price at any event. Costs/risks over the goods shall be determined in compliance with Incoterms 2020. In case the Buyer fails to timely pay the price, interests shall be calculated in compliance with the applicable regulation dealing with "Late Payment in Commercial Transactions". Buyer, unconditionally and irrevocably waives any rights of set-off, netting, offset, recoupment, or similar rights that such Buyer has or may have with respect to the payment of the purchase price or any other payments to be made by Buyer pursuant to the Contract.
5. **Seller's Liability:** Seller's liability is limited to the price earned for the sale of the goods and it shall not be liable for damages in excess to the value of the goods. Seller shall not be liable for consequential damages (including, but not limited to, loss of business, loss of time, loss of production, production interruption etc.). Estimated dates are not binding. Seller shall not be held liable for failure or delay in delivery of the entire lot or a portion of the goods under this contract in consequence of any force majeure event and/or facts depending from carrier(s), customs or other public authorities. Unless notice of loss, damage, lack of quality (and the general nature of such issue or damage) is given, in writing, to the Seller at the time of delivery, or if the loss, lack of quality or damage, is not apparent, within three days thereafter, the Seller shall be discharged from all and any liability whatsoever in respect of such a claim. Any claim shall be forwarded together with supporting evidence. Seller shall always have the right to have a joint survey of the cargo. Buyer is not entitled to retain payments due to the Seller in set off of claims.
6. **Buyer's Liability:** Buyer is always liable for failure in taking delivery of the goods shipped. Any damage/cost arising out of failure in taking delivery of the goods (including but not limited to detention/demurrage/port storage) shall be for Buyer's account. Notwithstanding and irrespectively from the applicable Incoterms, Buyer shall be liable for any cost/dues (including but not limited to detention/demurrage/port storage) whatsoever arising out during or connected to the carriage/transit of the goods up to final delivery and shall keep Seller harmless and indemnified.