



- 1** HBI, as a brokerage and agency company, cannot be held responsible for the proper performance of this contract nor for the non-conformity or inappropriate use of the material sold. Therefore only the Sellers and the Buyers are responsible for the proper performance of this contract.
- 2** This contract can only be amended with the joint written agreement of all parties, i.e. the Buyers, the Sellers and HBI as broker or agent.
- 3** This contract has been drawn up by HBI and represents fully and finally details negotiated via HBI between the buyers and sellers. Copies of this contract duly signed by an HBI trader have been sent to the Sellers. Copies duly signed by an HBI trader have been sent to the Buyers. These contracts have been sent by facsimile, electronic mail or post. The Buyers and the Sellers shall promptly communicate to HBI their objections to any of the contracted terms agreed and represented in this contract if any. If no objection is communicated to HBI by the Sellers and/or the Buyers by electronic mail and/or facsimile within 24 working hours of receipt of the electronic/facsimile copy of this contract, this contract is considered accepted by the Sellers and the Buyers. A Seller or Buyer that agrees a trade using the services of HBI is required to honour its contractual obligations. Consequently, the Sellers and the Buyers shall each sign and return to HBI a signed copy of this contract. This clause applies equally to amended contracts. The failure of the Sellers and/or the Buyers to return to HBI a copy of this contract duly signed, in no way implies a non-acceptance of this contract, in its entirety.
- 4** Only the provisions of this contract including these General Trading Terms and Conditions regulate the relationship between the Sellers and HBI and between the Buyers and HBI. Therefore they prevail over whatever agreements and relationships may be concluded between the Sellers and the Buyers. Should there be a contradiction in any of the provisions noted in the contract hereto attached with HBI's General Trading Terms and Conditions, the contractual provisions of this specific contract take precedence.
- 5** HBI's commission invoices raised will be based on the contracted volume or the contracted value of the respective contract. This amount represents the service fee for the establishment of this contract.
- 6** Should the quantity of the contract be over 500 tonnes, HBI may invoice prorata temporis of the contract.
- 7** HBI's contracts are subject to FOSFA contract 95, when not in contradiction to the provisions of these General Trading Terms and Conditions. In case of all or part of contract cancellation for whatever reason, HBI reserves the right to invoice the full contractual commission amount.
- 8** HBI's commission invoices are to be paid as per the due dates stipulated in our contracts. In accordance with the Directive 2011/7/EU of the European Parliament, you are legally obliged to pay HBI's invoices within the time stated in our contracts. If this is not done, the law obliges us to invoice you penalties at the annual rate of 20% at the end of the period for payment fixed in the contract. An administrative charge of 40 euros will be added to the interest invoice.
- 9** The Trading Terms and Conditions of HBI are governed by French Law. Any dispute relating to these Trading Terms and Conditions will be settled in a French Court of Law in Paris, in the French language.

