

**Article 1 – Duties of Supplier for exporting animal and plant products.**

- 1.1 Depending on the agreed ICC Incoterms® Buyer or Supplier is responsible for the import formalities. Part of EU import formalities is providing relevant certificates for types of products as specified in 1.2 and 1.3 of this article. Therefore before exporting these goods Supplier needs to acquire relevant certificates necessary to comply with import formalities.
- 1.2 A **health certificate** is required for the import of animals and animal products into the EU. This certificate can be obtained via the authorities in the country of export.
- 1.3 A **phytosanitary certificate** is required for the import of plants and plant product into the EU. This certificate can be obtained via the authorities in the country of export.
- 1.4 Supplier is responsible for providing a correct certificate in a timely manner.
- 1.5 Supplier shall be held liable for any and all damages resulting from not meeting requirements set by law and the requirements mentioned in art. 1.4, unless the damage is caused by Buyer. These damages include damage caused by a delay in the delivery of the goods due to an incomplete or incorrect certificate or if the certificate was provided too late or not at all.
- 1.6 The Supplier shall notify Buyer immediately when the relevant certificate(s) cannot be issued.
- 1.7 In the event that a delay caused by Supplier is taking more than \_\_\_\_\_ (depending on the type of products) to resolve, each party shall enter into good faith negotiations with the purpose of discussing the consequences for the execution of this Agreement. The parties shall inform each other about this in writing. If the parties cannot reach a mutual agreement within \_\_\_ days after the written notice, each party will be entitled to terminate this contract with a notice period of 1 month. Buyer will still be entitled to compensation for damages during these negotiations.