**COLD-STORAGE AGREEMENT**

**regarding the storage of goods in a cold-storage and/or freezing warehouse**

**THE UNDERSIGNED:**

1. ….., with its registered office in ….., at the address ….., duly represented in this matter by ……, hereinafter referred to as the “Depositee”;
2. ….., with its registered office in ….., at the address ….., duly represented in this matter by ……, hereinafter referred to as the “Depositor”;

**WHEREAS:**

1. The Depositee has a cold-storage and/or freezing warehouse and is prepared to make part of this cold-storage and/or freezing warehouse available to the Depositor for the storing of .......
2. The Depositor is in need of cold-storage and/or freezing space and - in exchange for payment - wants to hand the goods referred to in a. over to the Depositee for storage;
3. The Depositee and the Depositor record the conditions under which the Depositor will make cold-storage and/or freezing space available to the Depositee in this agreement (hereinafter referred to as the “Agreement”);

**WHEREAS:**

**Article 1 Contents of the Agreement**

* 1. This Agreement is a framework agreement. Every assignment for storing will be governed by the provisions of this Agreement.
  2. Unless expressly provided otherwise in this Agreement, the General Storage Conditions of the Association of Dutch Cold-Storage and Freezing Warehouses Nekovri apply to this Agreement and all assignments that are part thereof. A copy of these Nekovri conditions has been included in Appendix 1 to this Agreement.
  3. With every assignment the Depositor will, with due observance of the provisions of Article 9 of the Nekrovi conditions, give a proper and sufficiently detailed written description of the goods to be stored. Every separate assignment will be regarded as an appendix to this Agreement and will therefore become or be part thereof.
  4. The asssignment is formed as soon as the Depositee has declared that he accepts the assignment for the storage of the goods. The Depositee will store these goods in the cold-storage and/or freezing warehouse located at .....
  5. The Depositee is at all times permitted to store the goods at another location, provided that this location is suitable to the storage of the goods in question.
  6. The Depositee undertakes to keep the goods received for storage as a good custodian and to take due care of their storage and preservation as a good custodian should, all this as referred to in Book 7, article 602 of the Dutch Civil Code.
  7. Unless separate arrangements have been made with regard to the entry, storage, removal and the transport of the goods, the provisions of the Nekovri conditions apply.

**Article 2 Insurance**

2.1 The Depositor shall himself arrange for adequate insurance of the goods against inter alia (but not exclusively) water damage or other damage, fire, theft, etc.

**Article 3 Prices and payment conditions**

3.1 Storing shall take place on the basis of the rates as set out in .....

3.2 The Depositee will invoice on a monthly basis and uses a payment period of .... days.

3.3 The Depositor is not permitted to apply any setoff and/or discount to the invoices, unless the Depositee has given written permission to do so.

3.4 In all other respects, the Depositee refers to the provisions of the Nekrovi conditions with regard to prices/rates, payment and payment conditions.

**Artikel 4 Duration and termination of the Agreement**

4.1 This Agreement is entered into for the duration of .... months/year(s).

4.2 This Agreement can only be terminated prematurely in the cases referred to in Article 53 of the Nekrovi conditions.

4.3 This Agreement will be tacitly renewed, each time by a period of .... months/year(s), unless one of the parties has given written notice at least .... months before the end of a period that it wants to terminate the Agreement.

**Article 5 Cancellation of the Agreement**

5.1 If the Depositor reserves cold-storage and/or freezing space for a specific period and the Depositor cancels this assignment before the starting date of the assignment/storing, the Depositor will owe cancellation costs in the amount of the storage charges:

* for four months, if the cancellation takes place one month or shorter before commencement of the storing;
* for three months, if the cancellation takes places more than one month but no more than two months before commencement of the storing;
* for two months, if the cancellation takes places more than two months but no more than three months before commencement of the storing;
* for one month, if the cancellation takes places more than three months before commencement of the storing;

**Article 6 Liability**

6.1 Liability of the Depositee is excluded, unless stipulated otherwise in the Nekrovi conditions.

6.2 If through any cause whatsoever stored goods of diverse parties merge, the Depositee will not be liable for costs related to putting the goods in order and sorting them. It is up to the Depositor to take out insurance against this risk.

**Article 7 Applicable law and competent court**

7.1 Dutch law applies to the Agreement.

7.2 All disputes that may arise between the parties as a result of this Agreement or of further agreements/assignments and other actions in conjunction with this Agreement, including but not limited to wrongful acts, undue payments and unjust enrichments, will be settled by the competent Court of the place in which the Depositee has his registered office, except for the situation in which the Depositee would decide to institute the proceedings before another competent court and except insofar as mandatory rules of jurisdiction preclude this choice.

**Article 8 Miscellaneous**

8.1 The applicability of general terms and conditions of the Depositor is expressly excluded.

8.2 Neither party is permitted to transfer all or part of a right or an obligation under this Agreement to a third party without prior permission in writing from the other party. This does not apply if the transfer is made to an enterprise that is part of the same group.

8.2 The nullity of one of the provisions of this Agreement or the General Terms and Conditions does not in any way result in the nullity of this Agreement. After consultation, the void provision will be replaced by a provision that reflects the joint intent of the parties as accurately as possible.

8.3 Every amendment or addition to this Agreement will only be legally valid if approved by both parties in writing.

Drawn up in duplicate and agreed on .... 2020

……………………… …………………..

The Depositor The Depositee