



# COLD STORAGE AGREEMENT

ASSOCIATION OF THE BELGIAN COLD STORAGE AND FREEZING INDUSTRY (A.B.C.F.I.)

**Between the undersigned:**

A. Company: .....  
hereinafter the **DEPOSITEE**,  
with company number .....  
represented by .....  
in its capacity as .....  
address .....  
.....  
.....

**and**

B. Company: .....  
hereinafter the **DEPOSITOR**,  
with company number .....  
represented by .....  
in its capacity as .....  
address .....  
.....  
.....

The DEPOSITOR declares that the goods offered for cold storage and as described on the inventory list is the property of: .....  
.....  
.....

and that they are not encumbered by any attachment or seizure of title.

The following is agreed between the parties with the INTEGRAL application of the General Terms and Conditions of the B.V.B.V.K.- A.B.C.F.I as attached to this Cold Storage Agreement and to the special conditions hereafter:



## 1. SUBJECT OF THE AGREEMENT

The DEPOSITOR entrusts the goods as described in the inventory list to DEPOSITEE.

The goods will be unloaded and/or loaded and stored as instructed by the DEPOSITOR and delivered or made available to the party designated by the DEPOSITOR upon completion thereof.

The DEPOSITOR shall remain bound to fulfill the agreement, whether he is the owner or a third party with right of disposal. In the latter case, he shall be severally bound, together with the owner, to fulfill all his performances.

The Cold Storage Agreement at ..... (location)  
has been entered into for an indefinite period/determined duration for the period of .....  
This period may be renewed indefinitely, after the DEPOSITOR's written request.

The DEPOSITOR has handed over an inventory list/no inventory list to the DEPOSITEE on ..... / ..... / ..... (date)  
indicating the number of pallets, packages, pieces and if applicable, the details.

The DEPOSITEE shall keep an inventory list and share it with the DEPOSITOR on a regular basis stating the number of pallets, packages, weight, and any further specification to be agreed.

This inventory list forms an integral part of this Cold Storage Agreement.

## 2. THE GOODS

The goods listed below are offered for Cold storage.

The goods will be entered, stored, and released.

Description goods	Unit/ number of pallets/ packages/other	Supply Packaging Type/ size	Weight >1.000 kg < 1.000 kg	Value	Special characteristics/ Special Instructions	ADR	Product temperature + Location measurement temp. Humidity. Carbon dioxide damage Critical storage temperature

- if the DEPOSITEE later discovers that the kind, quality, quantity, weight, value, specific properties, temperature, size, or nature of the goods are (or were) incorrectly stated, the DEPOSITEE shall be entitled to rescind the cold-storage agreement with immediate effect.
- reservations are marked with a \*: this reservation concerns goods of which the verification of number, weight and/or packing is not possible/ cannot reasonably be carried out.



### 3. WORK/SPECIAL ASSIGNMENTS

Apart from the regular activities such as refrigeration, stocking, chilling, freezing, storage, and release/retrieval, the DEPOSITOR requests the DEPOSITEE to take on the following additional tasks of handling and/or processing of the goods:

Description goods	Unit/ number of pallets/packages/ other	Cooling/ freezing/ defrosting	Overpacking Packing Repacking	Tempering	Weighing/ Cutting/ Portioning	Collecting/Marking/ Labelling/Pricing	Filling and emptying of drums, containers, tanks

### 4. RATES

Storage fee: price per pallet/per ton gross: € ..... x ..... (indivisible week/day)  
= € ..... incl./excl. 21% BTW

If the previously agreed pallet number is not met, a minimum of €150 will be charged per indivisible week for administration costs.

- Storage: € ..... per pallet or per tonne
- Collection: € ..... per pallet or per tonne
- Wrapping with foil: € ..... per pallet
- xx
- xx
- Energy surcharge: ..... x%

### 5. MODIFICATIONS OF PRICES

The DEPOSITEE is entitled to implement price changes, which are independent of the Depositee 's will and which relate to imposed collective agreements, legislative changes and changed costs in fuel, energy, wages, materials, raw materials, transport, and transport-related items.

In the event there is an increase in costs, the agreed prices and fees may be immediately adjusted accordingly.

Such changes in prices/charges will be brought to the attention of the DEPOSITEE as soon as possible or in case a warrant is in circulation, to the warrant holder last known to the Depositor, as soon as possible. These price changes may be charged immediately, both on current contracts and on quotations.



## 6. GUARANTEE

The DEPOSITOR shall **not/provide a guarantee** of € ..... at the beginning of the Cold Storage Agreement. If the period of storage exceeds one (1) year, after the expiry of each period of one (1) year, the fee may be increased by x% without prejudice to the provisions of articles 4 and 47 of the general ABCFI conditions.

The storage fee is due as of the first day of the deposit and for the full period for which the space for the goods has been made available. The storage fee and all costs due must be paid before delivery and/or collection of (each part of) the goods.

The guarantee shall be used for payment of any outstanding charges and costs related to the cleaning and/or repair of the cold-storage/freezing space at the termination of the cold-storage agreement.

The surplus after settlement of the costs will be paid into an account designated by the DEPOSITOR.

The DEPOSITOR shall be entitled to instruct the DEPOSITEE to place a part of the goods at the disposal of the DEPOSITOR or third parties, as well as to add new goods to the goods already stored at the then current storage fee.

All this is without prejudice to the DEPOSITEE' s lien on ALL goods.

## 7. INSURANCE

The DEPOSITOR may request the DEPOSITEE to insure its goods in "all risks" for a value of € .....  
The monthly fee for this premium amounts to € ..... excluding taxes and administrative costs and shall be borne by the DEPOSITOR. The DEPOSITOR declares to know the scope of 'all risk' policy coverage.

### OR

The DEPOSITOR has his own insurer, that is: .....

.....  
who insures the stored goods against 'all risks'. This policy contains a waiver of recourse against the DEPOSITEE.

The DEPOSITOR has provided evidence thereof, on ..... / ..... / ..... (date).

In the event the DEPOSITOR is not able to provide evidence thereof, the DEPOSITEE may refuse to store the goods and the DEPOSITOR shall, in any case, be obliged to indemnify the DEPOSITEE against his insurer.



## 8. ADDITIONAL COSTS

Transport: € ..... in accordance with the quotation.

### All prices are exclusive of 21% VAT.

During the STORAGE, a flat-rate amount of € ..... shall be charged for loading and unloading (handling).

Drawn up in two copies in ....., on ..... / ..... / .....

The DEPOSITOR acknowledges having received the ACBFI conditions together with this Cold Storage Agreement - in a language understandable to him - and accepts that these ABCFI conditions apply in full to all services provided by the DEPOSITEE and can be regarded as substantial. These conditions are also available on request.

Comments on the ACBFI conditions or the transfer of other general conditions by the DEPOSITOR are arranged as follows:

- if this happens at the time of acceptance of the agreement or just before the start of the work, these will NOT be considered.

After all, where appropriate, there can be no question of effective cognizance and acceptance of the comments or the other general terms and conditions.

The agreement is therefore concluded with the ACBFI conditions as attached to the Cold Storage Agreement/ quotation.

- if this is submitted before the acceptance of the Cold Storage Agreement/quotation, a written response will be provided as soon as possible.

The parties undertake, within a reasonable period, considering the commencement of the work, to take the necessary steps to reach an agreement in good faith on the elements that may be under discussion.

Where appropriate, the agreement is concluded either in accordance with the negotiated conditions or without application of the comments formulated or the incompatible clauses of the two general conditions.

If the DEPOSITOR has no comments on these ACBFI conditions, then these are deemed to be accepted in their entirety by the DEPOSITOR. Acceptance of these ABCFI conditions also implies that the DEPOSITOR fully waives the application of its own conditions.

Please return this Cold Storage Agreement signed within three (3) business days. By signing this Cold Storage Agreement, the DEPOSITOR confirms the order and applicability of the ACBFI terms and conditions.



Read and approved, (handwritten)

.....

the DEPOSITOR,

the DEPOSITEE,

.....

.....

Inventory: YES / NO

Entry date: ..... / ..... / .....

Exit date: ..... / ..... / .....

- Version January 2023 -

Association of the Belgian Cold Storage and Freezing Industry - E-Mail: [bvbvk-upbif@telenet.be](mailto:bvbvk-upbif@telenet.be)

This "Cold Storage Agreement" is published by the Association of the Belgian Cold Storage and Freezing Industry. The copyright is owned by the said Association. No part of this publication may be reproduced and/or published by means of print, photocopy, microfilm or by any other means, without the prior and written permission by the publisher. The usage of this Cold Storage Agreement shall only be permitted to the members of the Association of the

Belgian Cold- Storage and Freezing Industry. The permission shall end automatically at the end of the membership. A compensation of € 10,000 per violation shall be payable in the event these conditions are used, in full or in part, after termination of the membership and/or without the prior permission by the ABCFI.