

OrgaTerra Trading OÜ – Terms & Conditions

We are a young and dynamic company based in Tallinn, Estonia, dedicated to the trading, sourcing and distribution of premium organic and conventional food ingredients.

Although recently established, OrgaTerra Trading is built on the many years of experience of its founder in the food and commodity markets. This background gives us a deep understanding of European and international markets, allowing us to connect reliable producers with customers worldwide.

These General Terms and Conditions of Sale (“Conditions”) govern the offering, sale and delivery of all goods and/or services (the goods and services herein both separately and jointly referred to as: the “Goods”) from or on behalf of OrgaTerra Trading OÜ (“Seller” or “Müüja”) to Counterparty (“Counterparty”) and apply to all similar dealings between Seller and Counterparty.

Each bid or offer made by the Seller is always without obligation and non-binding for the Seller even if this bid or offer includes a term of acceptance, except and insofar as it expressly stated to the contrary in writing by the seller.

1. Orders & Confirmations

All orders are subject to written confirmation by OrgaTerra Trading OÜ, specifying availability, price, and delivery terms. Prices are quoted excluding transportation, taxes, and duties unless otherwise agreed. Orders are not binding until accepted by Seller in writing (“Seller’s Confirmation”). Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated, or if the buyer doesn’t provide any confirmation on the offer within 3 days. Any samples supplied to Counterparty are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability

2. Payment Terms & Prices

Payment must be made by bank transfer or letter of credit, according to the terms specified in the order confirmation. Prices and currencies of Seller’s Goods are as set out in Seller’s Confirmation and in accordance with Incoterms 2010. Unless agreed otherwise, Seller’s prices include standard packaging but do not include

Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof (“Taxes”). Any taxes applicable to the sale of the Goods to the Counterparty shall be borne by the Counterparty and either added to each invoice or invoiced separately by the Seller. Unless the Seller’s Confirmation specifies that prices are fixed, the Seller may increase the price of Goods not yet delivered if there is an increase in the factors that determine the cost price.

The Seller may adjust the purchase price of the goods, either before or after the agreement is made, if there is any change in the Seller’s cost of supplying the goods — or any part of them — due to factors beyond the Seller’s control. This includes, but is not limited to, changes in exchange rates or actions taken by any government or authority.

3. Contracts:

A contract with the Seller is formed when the Seller provides written confirmation of accepting an assignment or order. The contract’s scope and terms are as stated in the Seller’s written confirmation. The Seller’s terms and conditions apply to all contracts between the Seller and any other party.

4. Delivery and Transfer of Risk & property

Deliveries are carried out according to the agreed Incoterms (EXW/FCA). Risk is transferred to the buyer once the goods leave our warehouse or the designated delivery point.

The ownership of the Goods shall not pass to Counterparty and full legal and beneficial ownership of the Goods shall remain with Seller unless and until Seller has received payment in full for the Goods, including all secondary costs such as interest, charges, expenses etcetera.

5. Warranties:

The Seller provides no guarantee that the goods are suitable for any particular purpose, unless it has been expressly agreed in writing that they must be suitable for the specified intended use. In such cases, the Counterparty must clearly state in writing the intended use of the goods.

6. Product Inspection & Claims

We ensure that all products meet the agreed specifications and quality standards. Buyers are required to inspect goods upon delivery and report any issues or discrepancies within 48 hours to allow prompt resolution.

7. Liability

Our liability is limited to the invoice value of the affected goods and excludes indirect or consequential damages, except where required by law. The Seller shall not, under any circumstances, be liable to the Counterparty or any third party for special, incidental, indirect, consequential, or punitive damages or losses, including (but not limited to) loss of goodwill, lost sales or profits, work stoppages, production failures, damage to other goods, or similar issues, whether arising from breach of warranty, breach of contract, misrepresentation, negligence, or any other cause. The Seller is also not responsible for any information or claims displayed on product labels designed and/or supplied by the Counterparty.

8. Governing Law & Claims

These Terms & Conditions are governed by the laws of the Republic of Estonia. Any disputes will be resolved in the courts of Tallinn, Estonia.

The Seller's obligation to replace goods or issue a credit depends on receiving timely notice of any alleged non-conformance and, if applicable, the return of the goods. If the Counterparty believes the Seller has not fulfilled its contractual obligations, they must notify the Seller in writing, with supporting reasons, within 72 hours of delivery. Proof of the alleged deficiencies must also be provided. If the Seller considers the complaint justified, it may choose either to fulfill the agreement as intended or to refund, at most, the agreed amount for the relevant performance, in which case the Counterparty must return the goods. Complaints about invoices must be submitted in writing within 3 days of the invoice date.

9. Data Protection

Customer data is processed solely for the purpose of order management and legal compliance.

By placing an order with OrgaTerra Trading OÜ, you agree to these Terms & Conditions.

OrgaTerra Trading OÜ
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