



MSM Platform: Basic Rules (v4.0 2025/01/31)

NOTE: THESE BASIC RULES ARE AN EXTRACT FROM THE COMPREHENSIVE TERMS AND CONDITIONS AVAILABLE ON THE MSM WEBSITE (www.macsm.org/terms). IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE RULES AND THE TERMS AND CONDITIONS, THE PROVISIONS OF THE TERMS AND CONDITIONS SHALL PREVAIL

SELLER:

1. The seller is obliged to register on the platform and provide the information as set out in the Terms and Conditions as reflected on the MSM website.
2. To start trading the seller must submit all the documentation pertaining to the declared food safety management system (HACCP, FSSC, BRC or other) of the selling facility and the validity thereof, as well as those required for vetting purposes.
3. The seller can then list available produce according to FCL or LCL loads per filter specifications on the Platform.
4. The seller may, at any time, remove, change, or add produce on the platform according to availability – the onus for accuracy in this regard is on the seller who remains liable to perform on all accepted offers on the platform.
5. The seller may change offered prices at any time prior to the conclusion of an agreement with a buyer.
6. The seller will be notified of all bids on their produce listed.
7. The seller will immediately be notified when any of its offers are accepted and receive a system-generated contract (basis contract), which may be used for purposes of the transaction or replaced with a contract produced by the contracting parties.
8. The basis contract, provisionally concluded between the parties is subject to a Due Diligence period of 10 days whereafter the agreement becomes finally concluded, or rejected, in which event the reason for non-conclusion must be communicated to MSM.
9. The system-generated contract, together with any addendums, alternatively the contract produced by the contracting parties with any addendums thereto, signed by both parties, will become finally binding.
10. In the event that the parties do not elect to expressly reject the agreement provisionally generated, following the Due Diligence period, that agreement will then become binding.
11. Positive release of the product is required 14 days before the indicated EDD (estimated ex-works dispatch date) and all documentation validating the food quality and safety of the produce, as well as the two required referee samples, must be submitted to MSM with full compliance to the requirements of the declared food safety certification bodies.
12. The Statement received for commission fees dated the last day of the month of dispatch will be payable within 30 days from the Statement date.
13. MSM will mediate any disputes originating within 120 days from the ex-factory/facility dispatch date of goods as per T&C provisions.



BUYER:

1. The buyer is obliged to register on the platform and provide the information as set out in the Terms and Conditions as reflected on the MSM website.
2. To trade, the buyer must submit all the documentation required for vetting purposes.
3. The buyer may then list orders required for production per FCL or LCL as per filter specifications on the Platform.
4. The buyer may, at any time, remove, change or add produce orders according to their requirements – the onus for accuracy in this regard is on the buyer who will be liable to perform on all accepted orders on the platform, subject to the Terms and Conditions as reflected on the MSM website.
5. The buyer may change order prices/ tenders at any time prior to conclusion of an agreement with a seller.
6. The buyer will be notified of all counter offers on their listed orders.
7. The buyer will immediately be notified when any of their orders are accepted and receive a system-generated contract (basis contract), which may be used for purposes of the transaction or replaced with a contract produced by the contracting parties.
8. The basis contract, provisionally concluded between the parties is subject to a Due Diligence period of 10 days whereafter the agreement becomes finally concluded, or rejected, in which event the reason for non-conclusion must be communicated to MSM.
9. The system-generated contract, together with any addendums, alternatively the contract produced by the contracting parties with any addendums thereto, signed by both parties, will become finally binding.
10. In the event that the parties do not elect to expressly reject the agreement provisionally generated, following the Due Diligence period, that agreement will then become binding.
11. Positive release of the product is required 14 days before the indicated EDD (estimated ex-works dispatch date) and all documentation validating the food quality and safety of the produce, as well as the two required referee samples, must be submitted to MSM with full compliance to the requirements of the declared food safety certification bodies. These will be submitted to the buyer on receipt.
12. Failure to meet payment terms agreed with the supplier will trigger action as per T&C provisions.
13. MSM will mediate any disputes originating within 120 days from the ex-factory/facility dispatch date of goods as detailed in the T&C provisions.