

Standard Terms and Conditions of Sale and Delivery for the Private Company with Limited Liability Zeevishandel Mercuur IJmuiden B.V.

Article 1 Definitions

1.1. In these General Terms and Conditions, the following terms have the following meaning:

Agreement(s): means any agreement(s) entered into between Customer and Supplier for the delivery of goods.

Supplier: means Zeevishandel Mercuur IJmuiden B.V.

Customer: means any natural or legal person commissioning Supplier with the delivery of goods, which order is accepted by Supplier.

Parties: means Supplier and Customer jointly.

Article 2 Applicability

2.1. These General Terms and Conditions apply to all offers from and all orders to Supplier, as well as all agreements entered into with Supplier.

2.2. These General Terms and Conditions exclude all of Customer's other general terms and conditions. The applicability of Customer's own general terms and conditions is hereby specifically rejected by Supplier.

2.3. In the event that the underlying General Terms and Conditions are deviated from in a contract, the contractual agreements between Parties will take precedence over these General Terms and Conditions, provided the aforementioned contractual agreements have been confirmed by Supplier in writing or by email. In all other cases, the underlying General Terms and Conditions will prevail. Customer cannot invoke deviations made in a previous contractual relationship between Parties.

- 2.4. Supplier reserves the right to amend the General Terms and Conditions at all times without prior notice. These changes will be notified to Customer in writing or electronically, and will enter into force fourteen (14) days after such notification.
- 2.5. In the event of any discrepancies between the Dutch text of these General Terms and Conditions and a translation thereof in any other language, the Dutch text will be binding.

Article 3 Offers / Conclusion of Agreement

- 3.1. All offers are non-binding, unless explicitly stated otherwise in the offer.
- 3.2. If Supplier makes an offer and Customer accepts such offer, Supplier has the right to revoke the offer within 24 hours after notification by Customer of the latter's acceptance thereof.
- 3.3. If Customer places an order with or gives instructions to Supplier, such order or instructions will not be deemed established until such has been accepted by Supplier. Supplier has the right to reject orders or instructions, or to accept them only under additional conditions, without giving any reasons.
- 3.4. Amendments to an agreement may only be made by written confirmation from the Supplier. Costs that are the result of an amendment to an agreement desired by the Customer can be charged to the Customer by the Supplier.

Article 4 Delivery

- 4.1. Unless otherwise set out in this Agreement, delivery will take place ex-works in conformity with the latest version of the Incoterms established by the International Chamber of Commerce.
- 4.2. If a means of delivery is agreed upon in which Customer must pick up the goods at the location at which they are placed at Customer's disposal, Customer must do so as soon as possible, but in no event later than within 24 hours. In the event that Customer, for reasons beyond Supplier's will and control, fails to take receipt of the goods delivered by Supplier, the former will be in default without further notice of default. In this case, Supplier is entitled to store the goods at Customer's expense and risk at a location to be selected by Supplier. Supplier is not obliged to compensate for any damage, including, but not limited

to, deterioration in quality or weight, for Customer's failure to take receipt of the delivered goods. In the aforementioned case, Supplier is also entitled, but not obliged, to sell the goods to a third party. In this case, Customer will remain liable for the purchase sum plus interest and costs, less, where appropriate, any possible net revenue from the sale to said third party.

- 4.3. Unless otherwise agreed upon in writing, Supplier is entitled to make partial deliveries. For the application of these General Terms and Conditions, deliveries are deemed to include partial deliveries in case such partial deliveries are made.
- 4.4. If Supplier carries out any customs formalities or similar actions for Customer related to completion of the Agreement these actions are always for account and risk of Customer.
- 4.5. Customer guarantees Supplier that in respect of the import or transit of goods is has purchased it will always have the required permits and Purchaser indemnifies Supplier in that respect for all claims (including but not limited to claims on product liability, actions, taxes or fines by third parties including any national or foreign government, or any European body.
- 4.6. Delivery dates quoted by Supplier or included in the Agreement will never be considered as fixed deadlines. Supplier will never be in default as a result of the mere exceeding of these delivery dates.
- 4.7. The exceeding of any delivery date will never entitle Customer to any type of damages or to terminate the Agreement or to any other action against Supplier. This will not apply in the event of an intentional act or gross negligence on the part of Supplier or its management staff, or in the event that the delivery date is exceeded by more than eight (8) days. In this case, Customer has the right to terminate the Agreement but without any entitlement to claim damages.

Article 5 Inspection and Complaints

- 5.1. Upon delivery of the goods, Customer is obliged to perform or delegate a close inspection of the goods in terms of quantity, weight and quality (including, but not limited to, size and colour). If, upon delivery, Supplier needs to make the goods available to a carrier, Customer

is obliged to ensure that these goods are inspected by a person of its choice. If a person has not been assigned to this task, the driver of the vehicle accepting the goods on behalf of Customer will be deemed to have inspected and accepted the respective delivery on behalf of Customer.

- 5.2. Any complaints relating to the inspection mentioned in this article must be lodged by Customer in writing and state the reasons. The complaint must be lodged as quickly as possible and in no event later than 24 hours after delivery as mentioned in Article 4 of these General Terms and Conditions. Complaints that are not submitted within the mentioned term will not be taken into consideration and Customer can make no claims in this respect. If defects of whatever nature in or to the delivered goods are recognised in writing by Supplier and relate to less than 10% of the entire quantity delivered, Customer is obliged to fully accept the goods delivered, in which case the purchase price will be reduced proportionately.
- 5.3. Any complaints about discrepancies in quality, size, weight, colour, quantity etc. that are considered to be usual and negligible in the respective trade and branch will be rejected. Customer will cooperate in full with the investigation of the complaint. In the event that Customer refuses to cooperate with the investigation or should it not or no longer be possible to conduct the investigation, complaints will not be taken into consideration and Customer can make no claims in this respect.
- 5.4. Customer is obliged to keep the goods as a prudent debtor and/or authorized agent at all times. Customer is not allowed to return goods until Supplier has approved such return in writing. Should Customer have any complaints about the quality of the delivered goods, Customer must ensure that the goods are appraised by a certified expert within 24 hours of delivery, as set out in Article 4 of these General Terms and Conditions, and Supplier must be given the opportunity to perform its own appraisal at the same time.
- 5.5. Complaints that are lodged with Supplier too late or incorrectly, have no legal consequence and discharge Supplier from all liability.
- 5.6. In the event that Parties establish that the goods delivered do not meet the agreed conditions, Supplier is given the opportunity to replace the goods during a period

corresponding to the original delivery period. In this case, the payment terms set out in Articles 6 and 8 of these General Terms and Conditions remain unaffected.

- 5.7. Any legal action regarding the complaints must be taken within one (1) year of timely notification of a complaint at the risk of forfeiting any right to compensation.

Article 6 Prices, Invoices and Payment

- 6.1. Unless otherwise set out in writing, all prices stated in any offers or Agreements do not include VAT and will apply ex-works in conformity with the latest version of the Incoterms established by the International Chamber of Commerce. Prices stated by the Supplier are also only applicable for the quantities included in the offers or Agreements.
- 6.2. Supplier is entitled to raise the prices after entering into the Agreement on the basis of foreseen or unforeseen changes in cost-determining factors, including, but not limited to, purchase prices, taxes, foreign exchange rates, commodity prices, wages and social security expenses, and import taxes and levies. In such cases, Customer has the right to terminate the Agreement, unless the price increase is due to a statutory provision. Should Customer wish to use its right to terminate the Agreement, Customer will inform Supplier by registered mail within three (3) working days of receiving notification of the price increase. In this case, Parties are not entitled to compensation for any damage.
- 6.3. All costs resulting from circumstances that Supplier, in reason, did not have to take into account upon entering into the agreement, are carried by Customer.
- 6.4. Customer must pay the invoiced amount within thirty (30) calendar days of the invoice date, unless otherwise agreed in writing.
- 6.5. Supplier is entitled at all times to issue invoices for advance payment or payment in instalments.
- 6.6. In the event that Customer fails to pay on time, Customer will owe interest to Supplier equal to 1% per month or any part thereof. Should Customer fail to meet one or more of its payment obligations in full or in part, Customer will also owe Supplier the incurred extrajudicial collection costs in addition to interest. The extrajudicial collection costs will in any case amount to at least 15% of the principal.

Article 7 Retention of Title

- 7.1. All goods delivered by Supplier will remain the property of Supplier until Customer has fulfilled all its payment obligations towards Supplier. As long as Customer has not fulfilled its payment obligations, Customer is not entitled to pledge the goods or to extend any other right pertaining to such goods to any third party. Customer is only allowed to sell and deliver the delivered goods that are subject to retention of title to a third party in the normal course of its business. In the event that Customer has sold goods that are subject to retention of title to a third party while Supplier has still not received the purchase price for these goods, Customer will immediately provide Supplier, at the latter's first request, detailed information on that third party and the agreement(s) entered into with that third party.
- 7.2. If Customer fails to comply with its obligations towards Supplier, or if the latter has reasonable grounds to fear that Customer will fail to do so, Supplier will be entitled to repossess the delivered goods. Customer will cooperate in full and will, should the situation arise, grant Supplier or any person or persons to be designated by Supplier for that purpose, an irrevocable authorisation to access the site where the respective goods are stored in order to repossess the goods and store them in a location of Supplier's choice.
- 7.3. If the law in the country where the goods to be delivered or the delivered goods are located provides additional provisions for retention of title than stated above in this article, Parties agree that these additional provisions are deemed to be stipulated for the benefit of Supplier, with the understanding that if it cannot be decided objectively which additional provisions apply, the provisions stated above will continue to apply.
- 7.4. Payments made by Customer will be allocated first and as much as possible to any open receivables Supplier may have and to which no retention of property applies.

Article 8 Suspension, Set-off and Termination

- 8.1. Customer is not entitled to suspend or to set off any of its obligations.
- 8.2. Supplier may terminate the Agreement with immediate effect either in full or in part by giving notice to Customer in writing, without judicial intervention, if:

- Customer has petitioned for bankruptcy or suspension of payments, whether provisional or not, or such petition has been filed by some third party, or Customer is declared bankrupt or is granted a moratorium, whether provisional or not, or Customer has been put under administration or has been placed under guardianship;
- Customer transfers part or all of its business, i.e. its operational activities, to a third party, or liquidates them, or halts or discontinues them;
- a prejudgement or executory attachment is issued against Customer;
- Supplier has reasonable grounds to fear that Customer will fail to fulfil its obligations or Customer fails to fulfil its obligations.

The above does not affect Supplier's other rights.

- 8.3. In such cases, any amount owed by Customer is immediately payable in full. Supplier will never be obliged to pay any compensation for damages regarding the aforementioned termination.
- 8.4. Supplier is entitled at all times to demand that a security be provided by Customer for the fulfilment of Customer's obligations under the Agreement. Customer will comply at Supplier's first request. In the event that Customer does not provide any or insufficient security, Supplier is entitled to terminate the Agreement. In this case, Customer will be liable for any damages suffered by Supplier.

Article 9 Supplier's Liability

- 9.1. Supplier only accepts liability for damages suffered by Customer arising from an attributable failure by Supplier to perform its contractual obligations or arising from a wrongful act, if and in so far as this liability is covered by its insurance policy, and only to the amount of the settlement paid by the insurance company. Supplier will never be bound to compensate damages other than those to persons or property.

- 9.2. If, for any reason, the insurance company does not pay the damages, or the damages are not covered by the insurance company, Supplier's liability will in all cases be limited to no more than the net invoice value of the delivery that gave rise to the Customer's claim.
- 9.3. In deviation of the provisions in the preceding paragraphs and without prejudice to Article 4 of these General Terms and Conditions, Supplier will not accept any liability for exceeding delivery deadlines, nor for any consequential damage and trading loss from both the Customer and its customers.
- 9.4. Without prejudice to the above provisions, Supplier will only be liable for products obtained from third parties, in so far as these other parties are liable towards Supplier.
- 9.5. Supplier stipulates all legal and contractual defences that it may invoke to ward off its own liability towards Customer, and in defence of all those whose actions it may be liable for on the basis of statutory provisions.
- 9.6. Supplier is not liable if the shortcoming is a consequence of force majeure as defined in Article 10 of these General Terms and Conditions.
- 9.7. Customer is always fully liable vis-à-vis Supplier for discharging customs and transit documents. At the first request Customer will furnish Supplier with adequate security for the consequences of the possible non-discharge of the abovementioned documents such as owing import duties and VAT, penalties and interest.
- 9.8. The exclusions or, as the case may be, limitations of liability for damage laid down in these General Terms and Conditions will not apply if it can be proven that the damage is attributable to an intentional act or gross negligence on the part of Supplier or its management staff.

Article 10 Force Majeure

- 10.1. In the event of force majeure, which is a non-attributable failure of Supplier to meet its obligations, Supplier's obligation to deliver will be suspended for the duration of the situation of force majeure.

- 10.2. Force majeure is taken to mean all circumstances that cannot be attributed to Supplier subjectively and that make it impossible for the latter to fulfil all or part of its obligations towards Customer, or as a result of which the fulfilment of this Agreement can no longer be reasonably demanded by Customer from Supplier, including, but not limited to, war, the threat of war, mobilisation, riots, civil war, fire, flooding, freezing, bolt of lightning, labour dispute, strike (both at the Supplier's and its suppliers), delays in the supply, the non-availability – regardless of the reason – of the goods sold, the non-availability of transport, negligence of agents, deficiencies in means of transport, seizure of goods, and economic blockades.
- 10.3. In the event that, as a result of force majeure, the fulfilment of this Agreement becomes impossible for a period of more than eight (8) days, each Party has the right to terminate the Agreement by an explicit, written notification to the other Party, without any judicial intervention being required.
- 10.4. In the event of force majeure, Supplier will never be liable for any damages towards Customer.
- 10.5. If, when the force majeure occurs, Supplier has already fulfilled its obligations in part or can only fulfil its obligations in part, Supplier is entitled to invoice separately the part already delivered or the part that can still be delivered, and Customer will be obliged to pay this invoice as if it were a separate agreement.

Article 11 Outsourcing

- 11.1. Supplier is at all times entitled to subcontract the performance of the Agreement to third parties in whole or in part.

Article 12 Packaging

- 12.1. Supplier may use packaging for the execution of the Agreement. Packaging includes pallets and crates among other things. Supplier may charge a deposit on packaging used.
- 12.2. Packing remains the property of Supplier and Customer is not allowed to transfer or make use of the packaging in any other way than for which it was supplied. Customer needs to make sure that the supplied packaging is kept empty, clean and intact for return transport.

Article 13 Confidentiality

- 13.1. Customer undertakes to keep the content of this Agreement, including any business intelligence and know-how of the Supplier in the broadest sense of the term that has been communicated to Customer or that Customer has acquired as part of this Agreement, confidential towards third parties.
- 13.2. Customer will impose in writing the same obligation of confidentiality on all employees involved in the execution of the Agreement and/or all third parties engaged therein.
- 13.3. Customer's obligations arising from the first paragraph of this article will remain in force after termination of this Agreement.

Article 14 Applicable Law and Choice of Forum

- 14.1. All offers from and all agreements entered into with Supplier as well as all ensuing commitments are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (Convention on the International Sale of Goods) is expressly excluded.
- 14.2. Any dispute whatsoever – including any disagreement that only one Party considers to be a dispute – that may arise in connection with or as a result of the agreement entered into between Parties and/or these General Terms and Conditions, will be settled by the competent court in the judicial jurisdiction of The Hague.