

Article 1: **Applicability, definitions**

- 1.1. These general conditions are applicable to every offer and each agreement, whatever they are called, for purchase, sale, or production which the private limited liability company Het Urker Zalmhuys B.V., in the following referred to as “the user”, makes to or concludes with a third party.
- 1.2. The purchaser will in the following be referred to as “the counterparty”.
- 1.3. The applicability of the general conditions of the counterparty is expressly rejected by the user.
- 1.4. Deviations from and additions to these general conditions are only valid when expressly established in writing between the user and the counterparty.
- 1.5. By “written” is intended in these general conditions: by letter, by e-mail, by fax or any other manner of communication that, in view of the state of the art and commonly held opinion can be equated with such.
- 1.6. By “matters” is intended in these general conditions: both shelf-stable and perishable matters.
- 1.7. By “shelf-stable matters” is intended in these general conditions: deep-frozen food products, other products with a long shelf life, and all products that have no durability term.
- 1.8. By “perishable matters” is intended in these general conditions: fresh fish, frozen fish, or other fresh or frozen products that (may) deteriorate in quality through the expiry of a short period.
- 1.9. The possible inapplicability of a (part of a) provision of these general conditions leaves unaffected the applicability of the remaining provisions.
- 1.10. In case of a discrepancy or contradiction between these general conditions and a translated version thereof, the Dutch text is effective.
- 1.11. These general conditions are also applicable to backorders and partial orders that have resulted from the agreement.
- 1.12. If the user has provided these general conditions to the counterparty, a durable commercial relationship can be said to pertain. In such case, the user does not have to provide the general conditions each time again in order to secure their applicability to the subsequent agreements.
- 1.13. The user is authorized to modify or supplement the general conditions.

Article 2: **Offer, quotations, prices**

- 2.1. Every offer and each quotation of the user is effective during the term stated in it. An offer or quotation in which no validity term is mentioned is non-committal. In case of a non-committal offer or a non-committal quotation, the user has the right to revoke such offer or quotation no later than within 2 business days after receipt of the acceptance.
- 2.2. The prices listed in an offer, quotation or pricelist are exclusive of VAT, duties, taxes and any possible costs, such as transport costs, shipping costs, administration costs, handling costs, and bills of charges of deployed third parties.
- 2.3. The user has the right to demand the full or partial payment in advance of the established prices/rates.
- 2.4. A combined offer or quotation does not oblige the user to deliver a part of the performance offered against a corresponding part of the price.
- 2.5. If the offer or the quotation is based on information supplied by the counterparty and such information turns out to be incorrect or incomplete or changes later on, the user has the right to modify the prices and/or delivery terms submitted.
- 2.6. The offer, the quotation, and the prices do not automatically apply to backorders or partial orders.
- 2.7. Samples, models shown and/or provided, indications of colors, dimensions, weights, and other descriptions in brochures, promotional material and/or on the website of the user are as exact as possible but only apply as an indication. No rights can be derived from them by the counterparty.
- 2.8. The samples and models that are provided remain the property of the user and must upon first request be returned to the user at the expense of the counterparty.
- 2.9. If between the date of conclusion of the agreement and the implementation thereof circumstances increasing the price (of cost) occur for the user as a result of changes to legislation and regulations, government measures, currency fluctuations or changes to market prices, the required materials and/or raw material, the user has the right to increase the established prices accordingly and to bill them to the counterparty.

Article 3: **Adoption agreements**

- 3.1. The agreement is adopted after the counterparty has accepted the offer of the user, also if this acceptance deviated from this offer on minor points. If, however, the acceptance of the counterparty deviates on essential points, the agreement is only adopted if the user has agreed to these deviations in writing.

3.2. Established prices/rates only regard the products/services included in the agreement. All other costs will be billed against rates and on conditions that are customary for the user and the sector.

3.3. The user is only bound by:

- an order without a prior offer;
- verbal arrangements;
- additions or modifications to the general conditions or agreement;

following written confirmation thereof to the counterparty or as soon as the user – in the absence of objections by the counterparty – has started with the implementation of the order or arrangements, or if an invoice has been sent to the counterparty.

Article 4: **Deployment third parties**

4.1. User has the right on behalf and at the expense of the counterparty for the implementation of any offer and any agreement, whatever they are called, to deploy third parties if in the opinion of the user there are grounds for doing so or if such flows from the agreement.

4.2. User guarantees the quality of the matters of the third parties deployed by user.

Article 5: **Processing of goods, property of the counterparty**

5.1 Upon entering into an agreement for the storage and/or processing of goods, the counterparty must present a good an sufficiently detailed written description of the goods and/or processing instructions to the user, in which are included at least the characteristics of the goods that are of importance for the proper implementation of the agreement.

5.2 The user is not responsible for the consequences of incorrect, misleading and/or incomplete descriptions. The counterparty safeguards the user against consequences resulting therefrom, however they have arisen.

5.3 In case no written instructions were provided to the user by the counterparty, the user will process the goods at own discretion and in a manner that is customary in the sector.

5.4 The user is not liable for the damage that flows from the failure to present written instructions to the counterparty.

5.5 The counterparty takes care of the timely supply of goods to be processed.

5.6 The user is not obligated to control, weigh, or measure goods, nor to investigate the goods to determine the nature thereof, unless a written order to such effect was received.

5.7 In case the counterparty notifies the user that the goods will be delivered or picked up at the user at a certain time and that special action or deployment of the user will be required for this, the counterparty, in case it does not properly and timely delivers or picks up the goods, is liable for all damage and costs that result from this. The counterparty safeguards the user against all claims that third parties may file against the user in such connection.

Article 6: **Delivery, delivery terms**

- 6.1 Established delivery terms are indicative and can never be considered strict time limits. If the user does not or does not timely comply with his delivery obligations, the counterparty must declare his default in writing and thereby grant a reasonable term as well to still comply with these delivery obligations, unless it regards the delivery of perishable matters, in which case the counterparty has the right to cancel the order in writing.
- 6.2 The user has the right to deliver in batches, whereby each partial delivery can be invoiced separately.
- 6.3 The risk of the matters to be delivered passes to the counterparty at the moment of delivery. This is the moment when the matters to be delivered leave the building, the warehouse, or the shop of the user or the user has notified the counterparty that these matters can be picked up by them.
- 6.4 Shipping or transport of the matters occurs at the expense and risk of the counterparty and in a manner to be determined by the user. The user is not liable for damage of any nature whatsoever – whether or not to the matters themselves – that is related to the shipping or the transport.
- 6.5 If the user delivers the matters to the counterparty himself, the risk of the matters passes at the moment that these matters arrive at the location of the counterparty and are effectively at their disposal. To national transport are applicable the general transport conditions 'Algemene Vervoers Condities' (AVC). To international transport the CMR conditions are applicable.
- 6.6 In case of international agreements, trade terms used in each offer and every agreement, whatever they are called, must be interpreted in accordance with the ICC incoterms, as these are effective at the time of adoption of the agreement.
- 6.7 If it turns out not to be possible due to a cause within the sphere of risk of the counterparty to deliver the shelf-stable matters (in the established manner) to the counterparty or these matters are not picked up, the user has the right to store the shelf-stable matters at the expense and risk of the counterparty. The counterparty must provide the user with the opportunity within a term to be established by the user after notification of the storage to deliver these matters still or to still pick up the matters within such term.
- 6.8 If the counterparty continues to fail to comply with its purchase obligation after the term intended in the preceding section, he falls into default with immediate effect. The user will then have the right to

completely or partially rescind the agreement with immediate effect by way of a written statement and to sell the shelf-stable matters to third parties without such entailing an obligation to compensate damage, costs, and interest. The preceding leaves unaffected the obligation of the counterparty to compensate any possible (storage) costs, delay damage, loss of profit, or other damage or the right of the user to still demand compliance.

- 6.9 If due to a cause inside the sphere of risk of the counterparty it turns out not to be possible to deliver the perishable matters (in the established manner) to the counterparty or if these matters are not picked up, the counterparty falls legally into default. To limit his damage, the user has the right in such case to sell the perishable matters to third parties. If the user does not succeed at selling the perishable goods in time, he has the right to destroy them. In case of the sale and/or destruction of the perishable matters, the user has the right to completely or partially rescind the agreement with immediate effect by way of a written statement. All matters without entailing an obligation for the user to compensate damage, costs, and interest. The preceding leaves unaffected the obligation of the counterparty to compensate any possible (storage) costs, delay damage, loss of profit, or other damage or the right of the user to still demand compliance.
- 6.10 An established delivery term only enters into effect at the moment that the user has received all necessary information and such (advance) payment from the counterparty as may have been established. If a delay occurs as a result, the delivery term is extended proportionally.

Article 7: **Packaging**

- 7.1. Packaging that is intended to be used multiple times remains the property of the user. This packaging may not be used by the counterparty for other purposes than those it is intended for.
- 7.2. The user determines whether the packaging must be returned by the counterparty or that he will pick up this packaging himself and at whose expense this will occur.
- 7.3. The user has the right to bill a compensation for this packaging to the counterparty. If the packaging is returned by the counterparty free of shipping costs within the term established for this, the user must take back this packaging and he will pay back the billed compensation to the counterparty or set it off against the compensation that the counterparty must pay for packaging upon a subsequent delivery.
- 7.4. If the packaging is damaged, is incomplete, or has gone lost, the counterparty is liable for this damage and his right to a refund of the compensation lapses.
- 7.5. If the damage intended in the previous section turns out to be higher than the compensation that was billed, the user does not have to take back the packaging. The user will then have the right to bill it against the price of cost, reduced by the compensation paid by the counterparty, to the counterparty.

7.6. Packaging intended for one-time use does not have to be taken back by the user and may be left at the counterparty by him. Any possible costs for disposal will then be borne by the counterparty.

Article 8: **Complaints and return shipments**

- 8.1. The counterparty must control the delivered matters immediately after receipt and report any possible visible defects, deviations in quantities, weight and/or other non-conformities on the bill of lading or the accompanying slip. In the absence of a bill of lading or an accompanying slip, the counterparty must report the defects, damages etc. within 2 business days after receipt of the matters to the user, followed by a written confirmation thereof.
- 8.2. In derogation to the previous section, for perishable matters a term of 24 hours after delivery applies.
- 8.3. In the absence of a report as intended in the preceding sections, the matters are deemed to have been received in proper conditions and to correspond with the agreement.
- 8.4. Other complaints about the matters must be reported immediately discovery – but no later than within the applicable durability or warranty term – to the user in writing. All consequences of not immediately reporting are at the risk of the counterparty. If no explicit durability term has been established or is indicated on the matters, the durability term customary in the (fishery) sector applies.
- 8.5. If a complaint is not reported to the user within the terms indicated in the preceding sections, no appeal to the applicable durability term or established warranty is possible.
- 8.6. User is not subject to any obligation with regard to the complaint submitted if the client has not completely and timely complied with his obligations.
- 8.7. Ordered matters are delivered in the (wholesale) packaging and/or minimum quantities or numbers in stock at the user. Minor deviations accepted in the sector in the matter of submitted dimensions, weights, quantities, colors etc., do not count as a shortcoming on the part of the user. No appeal to the warranty is thereby possible.
- 8.8. Complaints do not suspend the payment obligations of the counterparty.
- 8.9. The counterparty must enable the user to investigate the complaint and provide all information relevant for this to the user. If a return shipment is required for the investigation of the complaint, it occurs at the expense of the counterparty, unless the complaint turns out afterwards to have been well-founded. The risk of transport always lies with the counterparty.
- 8.10. In all cases, the return shipment takes place in a manner to be determined by the user and in the original wrapping or packaging.

- 8.11. No complaints are possible regarding deficiencies in or characteristics of matters that were manufactured from natural materials, raw materials, or ingredients, if such deficiencies or characteristics are inherent to the nature of these materials, raw materials, or ingredients.
- 8.12. No complaints are possible regarding discoloring and minor internal color deviations.
- 8.13. No complaints are possible regarding color and flavor differences, whether or not as a consequence of a modified recipe of (food) manufacturer.
- 8.14. No complaints are possible regarding matters that have been changed in nature and/or composition by the counterparty after receipt or that have been entirely or partially adapted or processed.
- 8.15. No complaints are possible regarding matters the prescribed refrigeration (freezing) chain or the one customary within the sector was broken.

Article 9: **Guarantees**

- 9.1. The user makes sure that the established deliveries are carried out properly and in conformity with the standards effective in his sector, but never gives any guarantee regarding these deliveries that goes beyond what was expressly established between parties.
- 9.2. During the durability or warranty term, the user guarantees the customary, normal quality and soundness of the delivered matters.
- 9.3. If a warranty was issued for the matters delivered by the user by the manufacturer or supplier, such warranty will be effective in an equal manner between parties. The user will inform the counterparty concerning.
- 9.4. If the purpose for which the counterparty wishes to adapt, process, or use the matters deviates from the customary purpose of these matters, the user only guarantees that the matters are suitable for this purpose if he has confirmed this to the counterparty in writing.
- 9.5. No appeal to the durability term or warranty is possible for as long as the counterparty has not settled the price established for the matters yet.
- 9.6. In case of a legitimate appeal to the durability term or warranty, the user will – at his option – either take care of the restoral or replacement of the matters free of charges, or of the refunding of or a discount on the established price. In the event of collateral damage, the provisions of the liability article included in these general conditions are applicable.

Article 10: **Liability**

- 10.1. Outside the guarantees explicitly established or provided by the user, the user does not accept any liability whatsoever.
- 10.2. Without prejudice to what is established in the previous section, the user is only liable for direct damage. Any liability of the user for consequential damage, such as business damage, loss of profit and/or losses incurred, delay damage and/or personal damage or injury is expressly excluded.
- 10.3. The counterparty must take all such measures as are necessary to prevent or mitigate the damage.
- 10.4. If the user is liable for the damage incurred by the counterparty, the obligation to compensate damages of the user is limited at all times to a maximum of the amount that is disbursed by his insurer in such case as may occur. If the insurer does not disburse or the damage is not covered by an insurance taken out by the user, the obligation to compensate damages of the user is limited to a maximum of the invoice amount for the delivered matters.
- 10.5. The counterparty must address the user no later than within 6 months after he has become aware or that he could have become aware of the damage incurred by them, failing which the right to compensation of damages lapses.
- 10.6. The user is not liable and the counterparty cannot appeal to the applicable durability or warranty if the damage has arisen:
  - a) through inexpert use or use in violation of the end-use of the delivered matters or of the instructions, advice, instructions for use, inserts, etc. provided by or on behalf of the user;
  - b) through inexpert keeping (for example, unrefrigerated storage);
  - c) through errors or omissions in the information provided by or on behalf of the counterparty to the user;
  - d) through indications or instructions from or on behalf of the counterparty;
  - e) as a result of the choice of the counterparty deviating from what the user advised and/or what is customary;
  - f) through the wrong choice that the counterparty has made with regard to the matters to be delivered;
- 10.7. In the cases as listed in the previous section, the counterparty is fully liable for all resulting damage and expressly safeguards the user against all third-party claims for the compensation of this damage.
- 10.8. The imitations of liability included in this article are not effective if the damage can be blamed on the willful intent and/or deliberate recklessness of the user or the managing staff at the executive level or if

provisions of mandatory law oppose such. Exclusively in these cases, the user will safeguard the counterparty against any possible claims by third parties vis-à-vis the counterparty.

Article 11: **Payment**

- 11.1. All amounts that the counterparty owes to the user must be paid by the counterparty without applying setoffs.
- 11.2. The user always has the right to demand (partial) advance payment or any other security for payment from the counterparty.
- 11.3. Payment must occur, under a waiver by the counterparty of any possible statutory right of suspension or setoff, within an expiry term of 30 days after invoice date, unless parties have established a different payment term in writing. Thereby, the correctness of an invoice is established if the counterparty has not filed an objection within this payment term.
- 11.4. If an invoice has not been fully paid after expiry of the term intended in the previous section or it has not been possible to effectuate a direct debit, the counterparty owes the user a delay interest to the amount of 2% per month, to be calculated cumulatively over the principal. Parts of a month are thereby counted as an entire month.
- 11.5. If following injunction by the user payment still fails to occur, the user has the right in addition to bill the counterparty for extrajudicial collection costs in the amount of 15% of the invoice amount, with a minimum of € 150.
- 11.6. Objections against the amount do not suspend the payment obligations.
- 11.7. Payments made by the counterparty are first deducted by the user from all interest and costs due and subsequently from the payable invoices that have been outstanding the longest, unless the counterparty indicates in writing upon payment that it regards a later invoice.

Article 12: **Intellectual and industrial property rights**

- 12.1. The user reserves himself all intellectual and industrial property rights in the matter of offers and/or agreements issued by him, as well as in the matter of drawings, software, descriptions, models, drawings and the likes created or provided by him, as well as in the matter of information comprised in or underlying such.
- 12.2. The counterparty guarantees that what is intended in article 12.1., barring to the extent required to implement the agreement, is only multiplied, rendered public, stored, or used otherwise with the written consent of the user.

12.3. All marks, logos, labels, and the likes, whether or not protected by intellectual or industrial property rights, that are located on, in, or at the products delivered by the user may only be altered by the counterparty, removed from the products, imitated or used for other products with the consent of user.

Article 13: **Retention of title**

13.1. The user reserves himself the property title to all matters delivered and still to be delivered pursuant to the agreement until the time that the counterparty has fulfilled all their payment obligations, including in any case the claims referred to in BW (Civil Code) 3:92, section 2, toward the user.

13.2. The payment obligations intended in the previous section consist of the payment of the purchase price of the matters, increased by claims on account of activities conducted that are related to the delivery and claims on account of the falling short of the counterparty in fulfilling their obligations, such as claims for the payment of damages, extrajudicial collection costs, interest, and possible fines.

13.3. If it regards the delivery of identical matters that cannot be individuated, the batch of matters belonging to the oldest invoices is deemed to have been sold first each time. So the retention of title always rests on all delivered matters that are still located in stock, shop and/or the inventory of the counterparty at the time the retention of title is invoked.

13.4. Matters subject to a retention of title may be resold by the counterparty in the context of regular business operations, on condition they have stipulated a retention of title on the delivered matters from their purchasers as well.

13.5. For as long as the delivered matters are subject to a retention of title, the counterparty may not pawn the matters in any manner or bring the matters under the (effective) control of a financier by way of pledging lists.

13.6. The counterparty must immediately inform the user in writing if third parties claim to have property or other rights to the matters that are subject to a retention of title.

13.7. The counterparty must keep the matters with diligence and as the identifiable property of the user for as long as they are subject to the retention of title.

13.8. The counterparty must procure such a business or property insurance that the matters that were delivered subject to retention of title are covered by insurance at all times and will present the insurance policy and the associated premium payment slips for perusal to the user upon first request.

13.9. If the counterparty acts in violation of the provisions of this article or the user appeals to the retention of title, the irrevocable right falls to the user and his employees to enter the premises of the counterparty and to recover the matters delivered under retention of title. This applies without prejudice to the right

of the user to be compensated for damage, lost profit and interest, and the right to rescind the agreement without any further default notice, by way of a written statement.

13.10. If the counterparty is established in Belgium and France, the above clauses 13.1 through 13.9 will be delimited by the national legislation effective there.

Article 14: **Bankruptcy, lack of power of disposition etc.**

14.1. The user always has the right to rescind the agreement without any further default notice by way of a written statement to the counterparty at the time when the counterparty:

- a) is declared bankrupt or an application for their bankruptcy has been filed or they cause reasonable doubt regarding solvency because the counterparty owes exigible amounts to third parties;
- b) applies for (provisional) suspension of payments;
- c) is subjected to enforceable attachment;
- d) is placed in receivership or forced administration;
- e) otherwise loses the power of disposal or legal capacity with regard to their assets or to parts thereof.

14.2. The counterparty must always inform the liquidator or administrator of the (content of the) agreement and these general conditions.

Article 15: **Force majeure**

15.1. In case of force majeure on the part of the counterparty or the user, the user has the right to rescind the agreement by way of a written statement to the counterparty or to suspend the fulfillment of his obligations toward the counterparty for a reasonable term, without being bound to pay any damages.

15.2. By force majeure on the part of the user is intended in the context of these general conditions: a non-attributable shortcoming of the user, of the third parties or suppliers deployed by him, or other serious reasons on the part of the user.

15.3. By circumstances wherein force majeure on the part of the user will pertain are intended amongst others: war, riots, mobilization, national and international upheavals, government measures, strikes within the organization of the user and/or of the counterparty or the threat of such and similar matters, disruption of the currency rates existing at the time of adoption of the agreement, operational disruptions due to fire, break-in, sabotage, outage of power, internet or telecom connections, natural phenomena, (natural) disasters etc., as well as transport issues and delivery issues that have arisen due to weather conditions, roadblocks, accidents, measures impeding import and export, etc.

15.4. If the situation of force majeure enters into effect when the agreement has already been partially implemented, the counterparty must in any case fulfill its obligations toward the user until such time.

Article 16: **Cancellation, suspension**

16.1. The user is authorized to rescind the agreement when circumstances occur with regard to persons and/or materials that the user needs for the implementation of the agreement and as a result of which the implementation of the agreement becomes impossible or onerous to such a degree and/or disproportionately costly that compliance with the agreement can no longer reasonably be demanded.

16.2. If the counterparty wants to cancel the agreement prior to or during the implementation thereof, it owes the user a compensation that is further to be determined by the user. This compensation of damage comprises all costs incurred by the user and his damage resulting from the cancellation, including the lost profit. The user has the right to fixate the compensation of damages and – at his option and depending on the deliveries already made – to bill 20 to 100% of the established price to the counterparty.

16.3. The counterparty is liable toward third parties for the consequences of the cancellation and safeguards the user against such claims by these third parties as may result therefrom.

16.4. The user has the right to set off all amounts paid by the counterparty against the compensation of damage owed by the counterparty.

16.5. In case of suspension of the implementation of the agreement upon request of the counterparty, all costs incurred at such time are immediately exigible and the user may bill these to the counterparty. In addition, the user may bill costs (to be) incurred during the suspension period to the counterparty.

16.6. If the implementation of the agreement cannot be resumed after the established suspension term, the user has the right to rescind the agreement by way of a written statement to the counterparty. If the implementation of the agreement is resumed after the established suspension term, the counterparty must compensate any possible costs of the user flowing from this resumption.

16.7. In case the agreement was adopted under condition precedent and rescission is invoked, then the party invoking rescission will have to demonstrate in a substantiated manner that the condition precedent is applicable.

Article 17: **Applicable law/competent court**

- 17.1. To the agreement concluded between the user and the counterparty, Netherlands legislation is exclusively applicable.
- 17.2. The applicability of the Vienna Commercial Convention (CISG) is expressly excluded.
- 17.3. Any possible disputes will be submitted to the court of law that is competent at the location where the user is established, unless the user were to decide to submit the procedure to another competent court of law.