



General conditions of sale and delivery of **Evimare Fish** domiciled and registered at IJmuiden

Registered with the Chamber of Commerce Amsterdam under number 34114447

GENERAL

1. All our inquiries, offers, contracts and the execution thereof shall be exclusively governed by these conditions. Any deviations should be expressly agreed upon in writing.
2. By "the opposite party" in these terms is understood: any (legal) entity which has entered into, or expressed the intention of entering into, a contract with our company, its representative(s), authorised agent(s), assignee(s) and heirs.
3. The opposite party's own conditions remain intact as far as they are not in conflict with the terms at hand. In that case our conditions shall prevail at all times, even if preference has been claimed otherwise.

OFFERS

1. All offers made by us, in any form whatever, are free of all obligations, unless expressly stated otherwise.
2. Forwarding of offers and/or (other) documentation does not obligate us to accept an order. The opposite party will be informed by us of non-acceptance as soon as possible, but at any rate within a period of 8 days.
3. We reserve the right to deliver by reimbursement or to refuse orders without explanation.

CONTRACTS

1. Subject to the stipulations hereafter, a contract with us is considered to have been effected as soon as we have started execution or as soon as we have confirmed the order in writing, in which case the date of confirmation will be the determining factor. The order confirmation is considered to correctly and completely reflect the contract, unless the opposite has immediately protested against this in writing.
2. Any subsequent supplementary agreements or modifications shall be considered binding only if confirmed by us in writing.
3. The invoice is held to state the contract in an exact and complete way for transactions for which according to their nature and extend, no offer or confirmation of order is sent out, unless objections to it are announced within 3 working-days.
4. All contracts are made by us under the suspensive condition that opposite party appears – exclusively at our discretion – to have sufficient credit to allow the monetary fulfilment of the contract.
5. On entering into, or subsequent to this contract, we have the right, before complying with our obligations (any further), to insist upon the opposite party's giving of certain pecuniary, as well as all other obligations, will be met.
6. We are authorised – should we consider it necessary or desirable – after consultation with the opposite party, call upon others for the correct implementation of the order made to us pursuant to the contract, the costs of which shall be charged to the other party in conformity to the quotation made.

PRICE

1. Unless otherwise stipulated our prices are:
 - based on delivery from our company, store or other accommodation,
 - exclusive of V.A.T., import duties, other taxes, levies and duties,
 - exclusive of the costs of packaging, (un)loading, transport and insurance,
 - in Dutch currency; any alterations in the exchange rate shall be charged.
2. In the case of increases in one or more of the cost price factors, we reserve the right to raise the agreed order price; this shall take into account any relevant legal obligations, with the understanding that future price-rises already known when the order was confirmed shall be stated.

CANCELLATION

In case the opposite party wants to cancel a contract, we reserve the right to charge 10% cancellation costs, while our right to compensation of loss or damage remain intact.

DELIVERY

1. Goods bought are at the opposite party's risk from the moment of establishing the contract. Unless otherwise agreed, delivery will take place at the opposite party's house/company. Carriage paid delivery will only take place if and in so far as this has been agreed with the opposite party and is indicated on the invoice or other document.
2. The moment of delivery shall be the moment that the goods are ready for transportation.
3. The opposite party is obliged to check the delivered goods or packaging immediately upon receipt for any shortcomings and/or visible damage, or to carry out said check after having been informed by us that the goods are at the disposal of the opposite party.
4. Any shortcomings and/or damage to the delivered goods and/or its packaging which are present at delivery shall be designated by the opposite party on the delivery receipt, the invoice and/or the transport documents; the absence of said designation shall be considered the equivalent of approval by the other party of the delivery, and no objections shall thereafter be considered.
5. We are entitled to deliver by instalments, which we may invoice separately.
6. Statement of the time of delivery always takes place approximately, unless expressly agreed otherwise in writing.
7. When the goods will not have been taken delivery of by the opposite party after the lapse of the delivery time, they shall be stored at the disposal of the opposite party, at the expense and risk of the opposite party. On top of this we shall be entitled to sell the goods, after having summoned the opposite party by registered letter or writ to take delivery of and pay for the goods within 48 hours, such at the expense and for account of the opposite party and without being liable for any loss resulting therefrom for the opposite party.

TRANSPORT/RISK

1. In the absence of further instructions to us by the opposite party, the method of transport, shipping, packaging, etc. shall be determined by us, as prudent and reasonable men. Unless otherwise agreed upon, the opposite party will bear all risks involved, including guilt/laches of the transporter.
2. Any specific preferences on the part of the opposite party concerning transport/shipping shall be carried out only if the other party has declared itself prepared to bear the extra costs thereof.
3. We have the right to charge payment for any durable packaging materials used, which shall be duly listed on the invoice. Settlement of these costs will take place after our receipt of the packing in undamaged state.

FORCE MAJEURE

1. Force majeure is understood to mean the following: all circumstances, unforeseen or occurring independent of the will of the parties, through which compliance with the agreement can no longer reasonably be demanded by the other party.
2. If, in our opinion, the force majeure will be of a temporary nature, we have the right to suspend the implementation of the agreement until such time that said force majeure is no longer in effect.
3. If, in our opinion, the force majeure is of a permanent nature, the two parties can come to mutual agreement to the dissolution of the contract and the associated consequences.
4. We have the right to claim payment for work performed under the agreement concerned prior to the occurrence of force majeure.

LIABILITY

1. We exclude any liability as far as it has not been regulated by law.
2. Our liability shall never exceed the total amount of the order involved.
3. Except for general industrial/commercial damages, to movables and/or immovables and/or persons, concerning both the opposite party as any third party.
4. In any case we are not liable for damage arising from, or caused by the use of goods delivered or by the unsuitability thereof for the purpose for which the opposite party has acquired them.
5. By the acceptance of the goods delivered by, or in the name of the opposite party, we shall be released from any claims of the opposite party and/or of third parties for the payment of damages, regardless of whether the damage results from installation and/or manufacturing faults. Or through any other cause.

COMPLAINTS

1. Complaints shall be accepted by us only in writing and if they have reached us - directly - within a period of 24 hours, and include specific mention of the nature and basis of the objections in question.
2. Complaints about invoices should also be submitted in writing within 14 days after date of invoices.
3. After expiration of the period, it shall be assumed that the opposite party has approved the delivery and/or invoice, as the case may be, in which case complaints shall no longer be accepted.
4. Should the complaint be considered by us as well founded, we shall then still be obliged only to comply with the delivery contracted.
5. Only if, and in so far as, the complaint is considered well founded shall the obligation to pay be suspended until such time as the complaint has been resolved.
6. Return of the delivery shall be permitted only with our written permission, according to terms determined by us.

PROPERTY RIGHTS

1. All goods supplied remain our property until full payment for our deliveries and services made or yet to be made, inclusive of inventual interest and costs, has been made. In case of bankruptcy, suspension of payment, liquidation of the opposite party, or decease (in case the opposite party is a natural person), we shall be entitled to cancel the order completely or partly, without serving a formal summons or applying for judicial intervention, and to claim back the part of the goods left unpaid. Cancellation and taking back of goods leave our right to compensation of loss of damage intact. In these cases any claim of ours on the opposite party will be due for payment immediately and completely.
2. The goods may be sold or used by the opposite party within the framework of its normal business activities but shall neither be given as collateral nor provided as a security for the claims of a third party.
3. As a security against the due payment of all our claims, of any nature, we shall moreover receive the right of unperfected lien (bezitloos pandrecht) - through the occurrence of the claim - for all those goods in which substances supplied by us have been incorporated, or are a part. The order as signed by the opposite party, and our written confirmation thereof, are valid as a private deed as expressed by law.

PAYMENT

1. Unless otherwise agreed in writing, payment should be made without any discount or compensation, cash on delivery, or by means of a deposit or transfer to a Bank or Giro account we may specify, within 30 days after the invoice date. The exchange rate date indicated on our bank/giro statements is decisive and is therefore considered to be the date of payment.
2. All payments made by the opposite party are primary used in settlement of eventual interest and collecting costs we made, and secondary of the oldest unpaid invoices.
3. In case the opposite party:
 - a. is declared bankrupt, had submitted a request for suspension of payment, disposes of his assets, calls in the receiver, or all or part of his assets are seized.
 - b. dies or is placed under legal guardianship.
 - c. fails to meet any of the contractual obligations imposed on him by the law or by these conditions
 - d. fails to pay an invoice sum or part thereof within the stipulated period
 - e. is subject to stoppage or the transfer of his business or a significant part thereof, including of the incorporation of its firm in a company already existing or to be founded, or proceeds to change the goal of its firm.We have the right pursuant to the occurrence of any one of the aforementioned circumstances, to regard the agreement as void without the necessity for any legal intervention and to demand in its entirety any sum owed us by the opposite party for services rendered by us, immediately and without warning of proof of default, without prejudice to our right to compensation for costs, damages and interest.

INTEREST AND COSTS

1. If payment has not been made within the period specified in the previous article, the opposite party will be legally in default and liable for interest of 1% per month (or part of a month) from date of invoice for the unpaid amount.
2. All legal and extra legal costs shall be at the expense of the opposite party. The legal costs include all actual costs of litigation and legal advice made in connection with a dispute, including those exceeding the Dutch "liquidatietarief". The opposite party shall owe extra-legal collection costs of at least 15% of the amount due, including the aforementioned interest.

APPLICABLE LAW

All our offers, agreements and the execution thereof will be governed by the Law of the Netherlands only.

DISPUTES

All disputes, including those which are regarded as such by one party only, resulting from or connected with the contract to which these conditions apply or the conditions involved themselves and their explanation or execution, both of factual and judicial nature, will be subject to the jurisdiction of the Civil Court of our domicile, unless the District Court has been appointed to adjudicate in such disputes.

TRANSLATION

The terms as drawn up in the Dutch language shall be valid and decisive in case of contrariness or differences in interpretation between the Dutch text and a translation thereof.