

Terms and conditions Evimare Fish

Section 1 Definitions

1. The following definitions apply in these general terms and conditions:
 - Evimare: Evimare Fish established and having its office in IJmuiden.
 - Customer: the other party to Evimare in an agreement or other legal relationship.
 - Goods: all material items that are (will be) delivered to the customer in implementation of an agreement.
 - Services: services to be provided by Evimare to the customer.
 - Agreement: every agreement between Evimare and the customer and any change or addition there to.
 - Conditions: these general conditions.

Section 2 Applicability

1. These general terms and conditions apply to all offers, quotations, agreements, sales and delivery by or on behalf of Evimare towards the buyer of all goods, as well as to all comparable transactions between Evimare and the buyer.
2. By accepting an offer made by Evimare, the customer also accepts the applicability of these Terms and Conditions. The applicability of a customer's general terms and conditions is expressly rejected by Evimare.
3. Additions and / or deviations from these conditions only apply if and insofar as they have been explicitly accepted in writing by an authorized representative of Evimare. An agreed deviation or supplement only relates to the delivery for which it has been agreed.
4. If one or more of the provisions of these terms and conditions or any other agreement with Evimare should conflict with a mandatory legal provision or any applicable legal provision, the relevant provision will lapse and it will be replaced by a statement to be established by Evimare new, legally permissible and comparable provision.

Section 3 Offers

1. All offers made by Evimare, in whatever form, are without obligation, unless explicitly stated otherwise.
2. The sending of offers and / or (other) documentation does not oblige Evimare to accept an order. Evimare will notify the customer of non-acceptance as quickly as possible, but in any case within 8 days.
3. Evimare reserves the right to refuse orders without stating reasons or to require cash on delivery.

Section 4 Agreements

1. Agreements are concluded at the moment that Evimare confirms an offer or order from the customer in writing and / or at the moment that Evimare starts implementing the agreement.
2. The order confirmation is deemed to accurately and completely represent the agreement, unless the buyer has immediately objected in writing.

3. Any additional agreements or changes made later will only bind Evimare if they have been confirmed in writing by it.
4. For transactions for which, due to their nature and scope, no quotation or order confirmation is sent, the invoice is deemed to represent the agreement correctly and completely.
5. Evimare is entitled at or after entering into the agreement, before (further) performance, to demand security from the buyer that both payment and other obligations will be met.
6. Evimare is authorized, if they deem this necessary or desirable for the proper execution of the order it has issued and after consultation with the customer, to engage others in the performance of the agreement, the costs of which will be charged to the customer in accordance with the quotes provided.

Section 5 Demand orders

1. A call-off order means an order where the time of delivery is made dependent on a call-off by the customer.
2. The buyer is obliged to call the agreed quantity of goods reserved for it within the agreed period, and if no period applies no later than 6 months after the conclusion of the agreement. In the absence of a timely call, Evimare is entitled after demand to deliver and invoice the goods or to sell them.
3. Unless otherwise agreed in writing, the customer is obliged to call off the order at least 15 days before the desired delivery date. Evimare is entitled at all times to deliver the order within a reasonable period of time before the desired delivery date.

Section 6 Delivery times

1. The delivery periods stated or included by Evimare shall never constitute a strict deadline. The stated delivery time only serves as an indication. The maximum delivery time will be 30 days, unless otherwise agreed in writing. If this delivery time is not feasible, Evimare will inform the customer accordingly. The customer must give Evimare written notice of default whereby a reasonable period for delivery is set. The buyer is still obliged to purchase.
2. If the customer has given Evimare written notice of default and Evimare is in default, Evimare will enter into consultation regarding the fulfillment or dissolution of the agreement.

Section 7 Delivery, transfer of risk, transport

1. From the moment of conclusion of the purchase agreement, the purchased items are at the risk of the buyer.
2. Unless otherwise agreed, delivery to / from the customer takes place. Free delivery takes place only if and to the extent that this has been agreed by Evimare with the customer and indicated on the invoice or
3. The time of delivery is the time at which the purchased is ready for transport.
4. Evimare is entitled to deliver in parts (partial deliveries), which it can invoice separately.
5. If the goods have not been taken by the buyer after the delivery time has expired, they will be stored at the expense and risk of the buyer. Evimare is entitled to sell the goods after it has summoned the other party by registered letter or bailiff's execution to

purchase and pay within 48 hours, at the expense and expense of the buyer and without being liable for any resulting damage.

6. The method of transport, shipping, packaging and the like is determined by Evimare as good merchant if no further instructions have been provided by the customer to Evimare.
7. Unless otherwise agreed, the buyer assumes all risk, including fault / negligence on the part of the carrier.
8. Any specific wishes of the customer regarding transport / shipment will only be carried out if the customer has declared that he will bear the additional costs thereof.
9. Evimare is entitled to charge a fee for sustainable packaging materials, which is stated on the invoice. When Evimare charges such a fee, it will be settled after carriage paid return in undamaged and cleaned condition.

Section 8 Return shipment

1. Return shipments are only accepted by Evimare after permission.
2. Goods for which Evimare authorizes or indicates in writing that they may or must be returned will be returned to Evimare at the risk of the buyer, and to the destination to be indicated by Evimare.
3. The acceptance of return shipments does not constitute an acknowledgment of a defect by Evimare.

Section 9 Prices

1. The prices and currencies that apply to the goods of Evimare are those as stated in the order confirmation. If there are obvious errors or mistakes, then the applicable prices and currencies are as stated in the invoice. Unless otherwise agreed, the prices of Evimare include standard packaging, but excluding taxes. The amount of taxes to be levied at the customer in connection with the sale of the goods is borne by the customer, and is stated on each invoice or separately charged to the customer by Evimare.
2. If Evimare grants a discount, then this discount only relates to the specific delivery stated in the order confirmation.
3. Unless Evimare has indicated with regard to prices that these are fixed prices, Evimare is permitted to increase the price of the goods still to be delivered.

Section 10 Payment

1. Unless otherwise agreed in writing, payment must be made in cash without discount or settlement upon delivery or by deposit or transfer to a bank or giro account designated by Evimare within 30 days of the invoice date.
2. The value date indicated on Evimare bank / giro statements is decisive and is therefore regarded as the payment date.
3. All payments made by the customer serve primarily to settle any interest and collection costs incurred by Evimare and subsequently to settle the oldest outstanding invoices.
4. In the event that the customer: is declared bankrupt, proceeds to bankruptcy of the estate, submits a request for suspension of payment, or attachment is levied on all or part of his property, dies or is placed under guardianship, any does not comply with its obligation under the law or under these conditions, fails to pay an invoice amount or part thereof within the specified period, proceeds to strike or transfer of its business or

an important part thereof, including the contribution of its company in a company to be set up or already existing, or changing the purpose of its company, Evimare has the right to either terminate the agreement or to pay any amount due by the mere occurrence of one of the stated circumstances. on the basis of the services provided by Evimare, immediately and without any warning or proof of default lling is required to claim in its entirety, without prejudice to the right to reimbursement of costs, damages and interest.

5. If payment has not been made within the period stated in the first paragraph, the buyer will be in default by operation of law and from the invoice date will owe interest of 1% per (part of a) month on the outstanding amount.
6. All judicial and extrajudicial costs incurred will be borne by the customer. The judicial costs also include all actual costs of legal and procedural assistance incurred during legal proceedings, which exceed the liquidation rate. The extrajudicial collection costs amount to at least 15% of the amount owed by the customer including the aforementioned interest.

Section 11 Inspection, complaints

1. Upon delivery, the customer must investigate whether the goods meet the agreement (correct product, correct quality, correct quantity, correct expiry date, absence of damage, etc.).
2. If the goods do not comply with the agreement, the customer can no longer invoke this if he fails to do so in the case of visible defects within 48 hours after delivery and invisible defects within 48 hours after discovery, or at least within 6 days after delivery and has given substantiated knowledge.
3. If the buyer does not cooperate sufficiently with Evimare's investigation into the merits of the submitted complaint, then the right to claim will lapse. In the context of the investigation, the customer will give Evimare the opportunity to investigate the goods.

Section 12 Guarantee

1. Evimare gives no other or more extensive warranty on goods than the warranty from its suppliers and / or producers for the relevant goods.
2. The warranty applies only for normal use, in accordance with the applicable regulations for the goods in question. In the event that the goods prove to be defective within this guarantee period, the customer will return it to Evimare and make a written statement regarding the visible defects within 48 hours. In the case of invisible defects, it must be reported within 48 hours after discovery, at least within 6 days after delivery. Evimare is responsible for the repair or replacement of the defective good.
3. Performing repair and / or modification work on a good without the written permission of Evimare cancels any warranty. The same applies if goods are not used, treated and / or cleaned according to regulations.
4. If the customer transfers the goods to third parties, no guarantee applies to the transferred goods, unless otherwise agreed in writing between Evimare and the customer.

Section 13 Liability

1. Evimare excludes all liability, insofar as it is not regulated by law.
2. Evimare's liability will never exceed the total amount of the relevant order.

3. Subject to the generally applicable rules of public order and good faith, Evimare is not obliged to pay any compensation for damage, of any nature whatsoever, directly or indirectly, including business damage, to movable or immovable property, or to persons, both with regard to the buyer as with third parties. In any case, Evimare is not liable for damage that has arisen or is caused by the use of the delivered goods or by the unsuitability thereof for the purpose for which the customer has.
4. By merely receiving the delivered goods by or on behalf of the buyer, Evimare is indemnified against all possible claims from the buyer and / or third parties for payment of compensation, regardless of whether the damage has arisen as a result of composition and / or manufacturing defects or for any other reason.

Section 14 Force majeure

1. None of the parties is in any way liable for damage and / or (in) costs arising from or in connection with delay, limitation, interference or failure to fulfill an obligation towards the other party caused by force.
2. Should a case of force majeure occur, the party on whose side the force majeure occurs must immediately inform the other party of this by written notice, stating the cause of the force majeure.
3. Each of the parties is entitled to cancel the order, without this leading to any liability towards the other party.

Section 15 Compliance with legislation and standards

1. Evimare declares that the goods are produced or delivered with due observance of the applicable Dutch laws and regulations, as they apply at the time of delivery of the goods. Evimare does not promise or declare that the goods will conform to other laws and / or standards than those meant in the first sentence, unless explicitly stated on the order confirmation or in the Specifications. It is the responsibility of the buyer to:
 - to check whether the goods must comply with certain laws and / or standards for their application and to agree with Evimare whether the goods comply with them;
 - supervising compliance with all laws and standards that pertain to the intended use of the goods by the customer;
 - obtaining all necessary approvals, permits and / or permissions for the said application.

Section 16 Retention of title

1. The goods delivered by Evimare remain the property of Evimare until full payment of the purchase price due, including any interest and costs. The goods delivered by Evimare to the customer have been delivered under the suspensive conditions of full payment of the purchase price, interest and costs by the customer. After full payment, ownership of the delivered goods is transferred to the buyer. Payments are hereby deemed to always relate to the invoice that has been due for a long time.
2. If the customer is in default with regard to the obligations arising from the agreement, or if, in its opinion, Evimare has good reason to fear that the customer will not fulfill its obligations, Evimare is entitled to return the items that belong to him (have them picked up) from the place where they are located.

3. The customer already grants Evimare the right to enter all those places where the goods delivered by Evimare are located in order to enable Evimare to exercise its property rights and to take back the unpaid products. The retrieval of its goods in this way does not affect Evimare's right to demand compensation from the customer for damage suffered or costs incurred as a result of the non-compliance attributable to the customer.
4. As long as the customer does not comply with the provisions of paragraph 3 on first request, the customer forfeits an immediately due and payable penalty equal to 10% of the amount still owed by the customer to Evimare per day.
5. The buyer does not have the right to pledge the unpaid goods, to establish a property without pledge or to have any other business right on behalf of a third party.
6. The buyer is permitted to dispose of the goods that have not yet been paid for, subject to retention of title, exclusively within the framework of his normal business operations, unless Evimare has ordered the buyer in writing to make the delivered products immediately available to Evimare. In the event of sale, the buyer is obliged to deliver these goods also and only under the condition of this retention of title and in accordance with the provisions of this article. An exception applies to the situation in which the customer has fallen into bankruptcy or suspension of payment, in which case resale within the framework of the normal course of business is not.
7. The delivered goods that have been transferred to the property of the customer through payment, or that have been processed and are still in the hands of the customer, the customer hereby establishes a pledge on behalf of Evimare as security for the fulfillment of claims. At Evimare's first request, the customer will hand over the goods that fall under this pledge to Evimare in order to realize a pledge.
8. The customer is furthermore obliged to cooperate in all ways at Evimare's first request with all reasonable measures that Evimare wishes to take to protect its interests and / or property rights.

Section 17 Non-performance and dissolution

1. Without prejudice to the provisions of the Dutch Civil Code, Evimare also has the right to suspend the agreement entered into or to dissolve it in whole or in part in the event of a breach of contract by Evimare, at Evimare's option. In that case Evimare is entitled to compensation for all damage it has suffered.
2. Evimare also has the rights referred to in paragraph 1 of this section, if the customer is declared bankrupt, if the customer has applied for a suspension of payment or a judicial debt rescheduling arrangement, his immovable property has been seized, his business has been liquidated has entered or has been or will be taken over by a third party or third parties, or if the customer intends to leave the Netherlands. In all these cases, all claims that Evimare has on the customer will be immediately due and payable.

Section 18 Applicable law and disputes

1. All our offers, agreements and the execution thereof will be governed by the Law of the Netherlands.
2. 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 Amsterdam, unless the District Courts has been appointed to adjudicate in such disputes.

3. Evimare will, in addition to this clause, remain entitled to seek injunctive relief and/or provisional and collecting measures against the opposite party before any local competent court in the country of the opposite party.