



MURKOSEAFOOD

GENERAL CONDITIONS OF SALE AND DELIVERY OF MURKO SEAFOOD B.V.

The applicability of the general conditions of the Customer (as defined below), if any, is hereby explicitly rejected by the Seller (as defined below).

1. Definitions

In these general terms and conditions, the following definitions apply:

1. **Seller:** The private company with limited liability under Dutch law Murko Seafood B.V., having its corporate seat at Krab 5 in (4401 PA) Yerseke, listed in the Chamber of Commerce of Zuidwest-Nederland under file number 22054939.
2. **Customer:** the natural or legal person commissioning Murko Seafood B.V. to carry out work or have it carried out and/or to render services, or buying products from Murko Seafood B.V.
3. **Supplier:** the natural or legal person commissioning Murko Seafood B.V. to carry out work or have it carried out and/or to render services, or buying products from Murko Seafood B.V. or from whom Murko Seafood B.V. buys products.
4. **Goods:** the goods to be delivered by Murko Seafood B.V. as well as the services to be rendered by it.
5. **General Conditions:** the present General conditions of sale and delivery.
6. **Order:** the written or rather oral invitation by the Customer to supply the Goods.
7. **Order confirmation:** the Seller's written confirmation (normative document) that is has supplied the Goods.
8. **Taxes:** Dutch VAT and/or all other comparable applicable taxes, rights, collections and/or expenses that are levied in a certain country on the Goods and/or the delivery thereof.
9. **Use:** the handling, use, processing, transport, storage and sale of the Goods.
10. **Specifications:** the specifications agreed in respect of the Goods as mentioned in the Order confirmation (including fish, portioning, trim, filleted or not, with or without skin, etc.) or, if no specifications have been agreed, the specifications most commonly used in the sector.
11. **Force majeure:** a circumstance that goes beyond the reasonable control of the party in question including, but not limited to, natural disasters, legislation, regulations, measures of legislative nature, government action or other administrative measures, court orders or decisions, earthquakes, floods, fire, explosion, war, terrorism, riots, sabotage, accidents, epidemics, strikes, exclusions, slowdown, unrest in the workplace, problems with acquiring the necessary workforce or raw materials, lack of transport means or blocked traffic, breakdown of factory or essential machinery, emergency repairs or maintenance, breakdown or shortage of public services, delay in the delivery of or defects to goods delivered by suppliers or subcontractors such as electricity and gas.
12. **Agreement:** the agreement for the delivery of goods and the rendering of services.
13. **To write or in writing:** this also means to include electronic communication between the Seller and the Customer. The electronic communication system used by the Seller will serve as the only proof for the contents and time of delivery and receipt of this electronic communication.

2. Applicability

1. These General Conditions apply to all offers, estimates, Agreements, sale and delivery by or on behalf of the Seller towards the Customer of all Goods, as well as to all comparable transactions between the Seller and the Customer.
2. These General Conditions will prevail and replace all conditions of an order placed by the Customer and all other conditions provided by the Customer. If the Seller fails to object to any conditions set by the Customer, this must in no case be considered an acknowledgment of the Customer's conditions, if any. Neither the beginning of the Seller's performance nor the delivery by the Seller is considered an acknowledgment of one or more of the Customer's conditions, or may be considered as such. If the present General Conditions deviate from the Customer's conditions, if any, then the present General Conditions as well as any further notification or act by or on behalf of the Seller (including but not limited to the despatch of an Order confirmation and/or delivery of the Goods) constitute a counter-offer, and not an acceptance of the conditions provided by the Customer.



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3. The signing of the Order confirmation or the acceptance by the Customer of the delivery of the Seller's Goods, constitute the Customer's unconditional acceptance of these General Conditions.
4. A deviation or waiver of these General Conditions is only possible on the basis of a validly signed written agreement between the Seller and the Customer.
5. If the Seller has allowed deviations from the present General Conditions, tacitly or not, during a short or a longer period of time, this does not affect its right to claim a prompt and strict compliance with these conditions still. The Customer may never enforce any right based on the fact that the Seller adopts the present conditions flexibly.
6. By doing business on the basis of these General Conditions, the Customer agrees with the applicability thereof with regard to future transactions as described in article 2.1, even though this has not been mentioned explicitly. The Seller is allowed to update and/or revise these General Conditions regularly; on the basis of and from the moment of notification towards the Customer of such an update or revision, or by despatching the updated or revised General Conditions to the Customer, these revised General Conditions will apply to all transactions between the Seller and the Customer.
7. If one or more provisions of the present General Conditions or any other Agreement with the Seller are in violation of any mandatory or applicable legal provision, the provision in question will lapse and be replaced by a new provision that is legally applicable and comparable, to be set by the Seller.
8. In the event of any conflict between these General Conditions and the Order confirmation, the Order confirmation will prevail.

3. Quotations, orders and confirmation

1. The Seller is not bound by quotations in whatever form made by it, but they only constitute an invitation towards the Customer to place an order. All quotations made by the Seller are revocable and may be altered without (prior) notification. Orders are only binding after they have been accepted in writing by the Seller using the Order confirmation. The Seller is allowed at any time to refuse an order without stating reasons.
2. If the Seller has made quotations to the Customer, which are based on the fact that the Customer will buy an estimated or forecast quantity of Goods, the Seller has the right to increase the prices if the quantities actually bought during the indicated period are less than the estimated or forecast quantities.
3. The Order confirmation is deemed to render the Agreement correctly and fully, except for a written objection made at the latest the next working day after the Order confirmation was issued.
4. Statements made by the Seller's employees, officers, representatives and/or agents and Agreements entered into by them do not bind the Seller, unless and only in so far as these statements are confirmed or laid down in writing by (a) duly authorized representative(s) of the Seller.
5. Any delivery is considered a separate transaction, and a non-delivery has no consequences for the other deliveries.
6. Deviations in the delivery with the margins that are customary in the branch must be accepted and do not entitle the Customer to any right of recovery, replacement, compensation of damage or any other right, unless a smaller margin for deviations had been explicitly agreed upon.

4. Prices

1. The current prices and currencies for the Seller's Goods are those as mentioned in the Seller's Confirmation. If there have been obvious mistakes or errors, the current prices are those as mentioned on the Invoice. Unless agreed otherwise, the Seller's prices are inclusive of standard packaging but exclusive of Taxes. The amount of the Taxes to be levied from the Customer in connection with the sale of the Goods will be borne by the Customer and mentioned on each invoice or charged separately by the Seller to the Customer. If the Seller grants a discount, this discount only relates to the delivery specified in the Order confirmation.
2. Unless the Seller has specified that fixed prices are concerned, the Seller is allowed to increase the price of the Goods still to be delivered.



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5. Payments

1. Unless explicitly mentioned otherwise in the Order confirmation, net payment must be made within thirty (30) calendar days after the date of the invoice sent by the Seller, by transfer into the bank account mentioned on the invoice. All payments must take place without deductions on account of Taxes and without setoff or application of other counter-claims. The Customer is not allowed to suspend the settlement of an invoice by invoking a right of suspension.
2. The Seller is entitled at any and all times to ask for cash payment or that the Customer provides security for the payment, or pays in advance part of the agreed price to be determined by the Seller before delivery, whereas prompt payment must be made, even though a payment term has been agreed, if the Seller sees reason to request this.
3. The payment term referred to in 5.1 is a final deadline. The Seller is allowed, irrespective of all other rights of the Seller, to charge an interest of one percent (1%) per month or, if higher, the statutory (commercial) interest, on the outstanding invoices, calculated daily, as from the due date of the invoice in question until all outstanding amounts have been fully paid. All (extra) judicial costs incurred by the Seller for the fulfilment, judicially as well as extra judicially, are to be borne by the Customer from that moment on. In that case, the Customer owes a compensation of at least fifteen percent (15%) of the outstanding amount, with a minimum of two hundred fifty euro (€ 250). If the costs actually incurred and yet to incur by the Seller exceed this amount, these also qualify for compensation.
4. Any payment made by the Customer will first be regarded as having been made in settlement of the judicial and extrajudicial costs and interest due by the Customer, and subsequently to settle the oldest outstanding claim, irrespective of instructions by the Customer to the contrary.
5. Complaints regarding an invoice must be submitted to the Seller within seven (7) working days of the invoice date. After that, the Customer is deemed to have approved of the invoice.

6. Delivery period

1. The delivery period will be specified by the Customer when the Order is made.
2. The times and/or dates of delivery by the Seller are no final deadlines. The Seller is allowed to deliver the Goods in parts and to invoice them separately. The Seller is in no case liable for any delay in the delivery, including any damage as a result of a delay in the delivery. Any delay in the delivery of the Goods does not release the Customer from its obligation to buy the Goods.
3. If all or part of the delivery is hindered by force majeure, the Seller is entitled to suspend the delivery or rather to dissolve all or part of the Agreement, in so far as not yet effectuated, and to claim payment with regard to the parts already effectuated, without being obliged to pay any damage compensation to the Customer.

7. Delivery and acceptance

Unless explicitly mentioned otherwise in the Order confirmation, all Goods are 'Delivered at Place (DAP)'. The expression 'Delivered at Place' has the meaning as mentioned at the time of the Order confirmation in the last version of the INCOTERMS published by the International Chamber of Commerce in Paris. The Customer accepts the Goods upon delivery.

8. Risk and transmission of ownership / Retention of title

1. The Goods are for the Customer's risk and expense as from the delivery as referred to in the preceding article.
2. Goods of which the delivery has been suspended awaiting the payment by the Customer, as well as Goods that have been wrongly refused by the Customer or that have not been accepted by the Customer, will be held and stored by the Seller at the Customer's risk and expense.
3. The property of the Goods does not pass on to the Customer, and the Goods' full legal and beneficial ownership will be reserved for the Seller as long as the Customer has not fully paid the Goods, and in the case in which the Customer pays too late, as long as the Customer has not paid to the Seller the interest and (extra)judicial costs due.



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4. As long as the Seller's retention of title is vested in the Seller, the Goods may be sold on and used by the Customer within its normal business operations. The Customer is not allowed to sell or encumber the Goods in any other way. In particular, no (undisclosed) right of pledge may be established on the Goods to secure claims of third parties.
5. All delivered Goods are transferred to the Customer after payment of the claims referred to under 8.3, subject to an undisclosed right of pledge on the Goods as a security of all other claims, for whatever reason, also including the Seller's future claims against the Customer.
6. In the event of a resale by the Customer of Goods that have not been paid or not been paid in full, the Customer already establishes now for then, for the benefit of the Seller, an undisclosed right of pledge on the claims created by this resale against its contracting party, as a security for any claim that the Seller has against the Customer, for whatever reason, also including any future claims on the Customer.
7. As long as the Seller's retention of title or undisclosed right of pledge is vested therein, the Customer will, in so far as possible:
 - a) keep the Goods apart and clearly recognizable as the Seller's ownership or as an object of the Seller's undisclosed pledge;
 - b) inform the Seller without delay of claims that third parties believe to have in respect of the Goods; and
 - c) to insure the Goods sufficiently against destruction for example as a result of fire or water damage and theft.

9. Transport

Unless agreed otherwise in writing, the way of transport, forwarding, packaging and suchlike will be determined by the Seller.

10. Cancellation

If the Customer wrongly refuses or rejects Goods or wrongly cancels or refuses to acknowledge an order, the Customer undertakes to pay the following, as a fixed compensation, to the Seller:

- a) If the Goods cannot reasonably be sold on by the Seller to a third party: the price of these Goods; or
- b) if the Goods can be sold on by the Seller: a damage compensation equalling fifty percent (50%) of the price that counts for the Goods;

notwithstanding the Seller's right to additional damage compensation in the case in which the Seller's damage is higher than the compensation referred to under a or b.

11. Inspection of delivered Goods

1. Upon delivery as well as during the Use, the Customer must inspect the Goods and make sure that the delivered Goods comply with all the requirements arising from the Agreement.
2. Complaints about the Goods must take place in writing and to the e-mail address destined for that purpose, provided with evidence in the form of photo's, shipment numbers, labels and a description of the complaint or defect or both, and this at the latest:
 - a) within twenty-four (24) hours after receipt of the delivery, irrespective of the type of Goods, if there is a defect, default or flaw that can appear from the inspection upon delivery;
 - b) within forty-eight (48) hours after receipt of the delivery if the Goods consist of fresh fish and/or fish products and/or crustacean and shellfish, and there is a defect, default or flaw that can't appear from the inspection upon delivery;
 - c) within seven (7) calendar days after the date on which a defect was observed or could have been observed if the Goods are other products and there is a defect, default or flaw that can't appear from the inspection upon delivery.
3. A delivery has been approved if:
 - a) The Customer has approved of the Goods;
 - b) The Customer has not inspected the Goods within 24 days after delivery;
 - c) The Customer has put the Goods to use before inspecting them;



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- d) Fresh fish and/or fish products and/or crustacean and shellfish are concerned and the Seller has not received a complaint from the Customer within 24 or 48 hours respectively;
 - e) Other products are concerned and the Customer has not lodged a complaint with the Seller within seven (7) calendar days after the date on which a defect was observed or could have been observed.
4. After the delivery has been approved, the Seller does not assume any liability anymore towards the Seller or third parties for the delivered Goods.
5. Defects to part of the Goods mentioned in the Order confirmation do not entitle the Customer not to buy the Goods. Complaints, if any, do not affect the Customer's payment obligation as defined in article 5. After receipt of a notification regarding a defect, the Seller is entitled to suspend all further deliveries until it has been established in respect of the complaints that these are unfounded and/or until these have been refuted, or until the defect has been fully repaired.

12. Goods returned

1. Any goods returned will only be accepted after the Seller has given its consent.
2. Goods of which the Seller allows or indicates in writing that these may or rather must be returned, will be returned to the Seller at the Customer's risk, to the destination to be indicated by the Seller.
3. The acceptance of goods returned does not include any acknowledgment of a defect by the Seller.

13. Restricted guarantee

1. The Seller only guarantees, and the provisions in section 7:12 subsection 2, second sentence, of the Dutch Civil Code are declared non-applicable, that the Goods will comply with the Specifications on the date of delivery. The Seller does not assume any liability for more or otherwise.
2. If the Seller delivers products to the Customer which the Seller has received from its Supplier, the Seller will never be bound to any further guarantee or liability with regard to the Customer but only be bound to that which the Seller can claim from its Supplier.
3. The Seller does not guarantee that the Goods are suitable to the Use intended by the Customer, unless the parties have explicitly agreed otherwise.
4. If and to the extent Goods are concerned that do not comply with the guarantee referred to in paragraph 1, the Seller is allowed, at its own discretion, to replace the Goods at no cost within a reasonable period or to provide a credit note with regard to these Goods amounting to the original invoice price. The Seller's obligation is therefore restricted to only replacing the Goods or repaying the purchase price of the Goods. The Customer is not entitled to any damage compensation or dissolution of the Agreement.
5. The Seller's obligation to replace the Goods or to provide a credit note depends on the Seller having received a notification in time about the alleged defect of the Goods and, if applicable, the return of the Goods, in accordance with article 11 of these General Conditions.

14. Limited liability

1. Any liability of the Seller, irrespective of the legal ground, is limited to the amount paid out by the insurer in the case involved.
2. If the insurer does not make the payment, for whatever reason, or if the damage is not covered by the insurance, the liability is limited to the net invoice value of the delivered Goods to which the damage is directly connected.
3. The Seller is only liable for the damage caused to persons and goods, and therefore explicitly not for purely financial loss, which includes financial damage that does not result from damage to persons or goods.
4. A fulfilment of the guarantee in force and/or payment of the established damage by the Seller or its insurer(s) will be considered as the only and full damage compensation. In all other respects, the Seller is explicitly and fully indemnified by the Customer.



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5. The limitations of the Seller's liability included in this article do not apply in so far as damage is concerned as a result of intentional act, gross negligence or wilful recklessness by the Seller and/or its directors, whether or not secondary.
6. The limitations of the liability included in this article also apply at the benefit of any third parties called in by the Seller.
7. The Customer indemnifies the Seller against claims from third parties for which the Seller would not be liable in respect of the Customer.

15. Force majeure

1. Neither party is liable in any way for damage and/or costs and expenses arising from or in connection with a delay, restriction, interference or rather shortcoming in the performance of an obligation towards the other party that is caused by Force majeure.
2. In the event of Force majeure, the party which is affected by it must notify the other party immediately in writing thereof, stating the cause of the Force majeure. Either party will be entitled to cancel the Order without this resulting in any liability towards the other party.

16. Compliance with legislation and norms

The Seller declares that the Goods are produced or delivered with due observance of the Dutch legislation and regulations in force, as these applied at the time of the Delivery of the goods. The Seller neither promises nor declares that the Goods will be in accordance with other laws and/or norms than those mentioned in the first sentence, unless explicitly mentioned in the Order confirmation or in the Specifications. It is the Customer's responsibility to: (i) verify or whether the Goods must comply with certain laws and/or norms in view of the Use thereof and to coordinate with the Seller if the Goods comply therewith; (ii) to ensure that all laws and norms that relate to the Use of the Goods intended by the Customer are complied with and (iii) to obtain all necessary approvals, permits and/or consents for the said Use.

17. Independence of the parties

The Seller and the Customer act as independent parties, and the relationship created on account of these General Conditions must not be considered as that of principal and agent. The sale to or rather obligation of one party towards a third party does not bind the other party in any way.

18. Non-assignment clause / contract takeover

The parties agree that the Customer's claims arising from the Agreement are not transferable, as referred to in section 3:83 subsection 3 of the Dutch Civil Code, and must neither be assigned nor pledged, unless the Seller and the Customer have made or will make other arrangements. This arrangement has an effect under property law and has as a consequence that a transfer or pledge of these claims is impossible and invalid, so that a third party cannot acquire the ownership of these claims, and also not a right of pledge. The Seller is entitled to transfer the Agreement to one of its parent companies, subsidiaries or affiliated companies, or to a third party taking over all or a large part of the assets or the Seller's business activities related to the Goods. The Customer cooperates in advance in this contract takeover.

19. Suspension and termination

1. If: (a) the Customer fails in the performance of its obligations towards the Seller; or (b) the Seller has reasonable doubts about the Customer's performance of its obligations towards the Seller, and the Customer does not provide sufficient security for the Seller in respect of the performance, by the Customer, prior to the date of the intended delivery, or in other cases within fifteen (15) calendar days after the request made by the Seller for such security; or (c) is declared bankrupt, proceeds to an assignment of the assets, files for or obtains a suspension of payments, agrees on a settlement with its creditors or attachment is made on all or part of its assets, the Seller is allowed, notwithstanding all other rights of the Seller, by means of a written notification, without delay:
 - a) To claim the return of all delivered Goods left unpaid and to take these back, in respect of which the Customer hereby grants the Seller an irrevocable right or authorization to have access to all premises or sites on which the Goods are or



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could be found, at which all costs incurred with the return of the Goods will be borne by the Customer; and/or

- b) To suspend the performance on its part or to terminate the agreement with regard to the Goods still to be delivered, unless the Customer pays the Goods upfront in cash or provides sufficient security towards the Seller; without judicial intervention and without any liability for the Seller, of whatever nature, arising from or in connection with the said suspension or termination.
2. If (a) or (b) occurs, all of the Seller's outstanding claims will become due and payable immediately with regard to the Goods delivered to the Customer and not taken back by the Seller.

20. Expiry period

The Customer must inform the Seller in writing of an alleged claim that exists against the Seller, within thirty (30) calendar days after the event from which the claim arises has become known to the Customer for the first time, and must, in respect of that claim, file a legal claim to the competent judge within twelve (12) months after the said notification, failing which the Customer's claim expires.

21. Continuous rights

The termination, for whatever reason, of one or more of the rights and obligations of the parties does not influence the provisions of these General Conditions that are meant to remain in force after the said termination.

22. Applicable law and competent court

1. The parties' rights and obligations arising from or in connection with the Order confirmation and/or the Agreement and/or these General Conditions will be governed, explained, interpreted and enforced by Dutch law, with the exclusion of the starting points laid down in international choice-of-law rules. The parties exclude the applicability of the Vienna Sales Convention.
2. The parties agree that any lawsuit, legal claim or legal proceedings instituted by a party will only be submitted to the Zeeland-West Brabant court, Middelburg location, irrespective of the Seller's right to submit the case in question to the court that would be competent if the provision in question had not been included in these General Conditions. The Customer hereby waives its right to any objection that it might have now or in the future against the adjudication by one of the two said designated courts in respect of the said lawsuit, legal claim or legal proceedings