



GENERAL TERMS AND CONDITIONS  
of

Van der Lee Seafish B.V.  
having its registered office in Urk  
hereinafter: "Supplier"

Clause 1. Applicability:

- 1.1 These General Terms and Conditions (hereinafter: Conditions) apply to all offers, orders and/or agreements between the Supplier and the Buyers serving to sell or supply goods and/or render services and the performance thereof. Deviations from the Conditions are solely valid when these have been explicitly agreed in writing and solely apply to the offer/order/agreement in question.
- 1.2 "Supplier" is understood to mean in these general terms and conditions all legal entities or natural persons to whom the Supplier supplies goods and/or renders services, including their representatives, authorised agents, successors in title and heirs.
- 1.3 The applicability of any general terms and conditions used by the Supplier is explicitly rejected herewith.
- 1.4 If the Supplier has agreed in writing to the applicability of one or more deviating conditions, the remaining Conditions will remain effective in full.
- 1.5 If any stipulation in these Conditions is null and void or is declared null and void, the remaining stipulations of these Conditions will remain effective in full and the Party accepting the assignment and the Commissioning Party will enter into consultation so as to agree upon new stipulations to replace the stipulations that are null and void or have been declared null and void, whereby the purpose and tenor of the stipulations that are null and void or have been declared null and void will be taken into account as much as possible.

Clause 2. Offers and prices:

- 2.1 All offers of the Supplier are without obligation and are valid for 14 days, unless explicitly stated otherwise.
- 2.2 Descriptions and prices in offers are stated with reservation and solely apply approximately. The Buyer can derive no rights whatsoever from any errors in an offer.
- 2.3 If the acceptance deviates (whether or not on minor points) from the offer made, the Supplier will not be bound to it. In that case, the agreement will not be realised according to this deviating acceptance, unless the Supplier states otherwise.
- 2.4 The prices offered are based on the cost price determining factors at the moment the offer is made. The Supplier reserves the right to charge to the Buyer all changes in these cost price determining factors occurring after this offer or confirmation of order, even if these cost price increasing circumstances could already be foreseen at the time of the acceptance of the order. The Supplier will inform the Buyer of any price increase in writing as soon as possible.
- 2.5 Prices are exclusive of Value Added Taxes and inclusive of transport and administration costs.
- 2.6 A combined quotation does not oblige the Supplier to perform part of the order for a corresponding part of the price offered. Offers do not automatically apply to future orders.

Clause 3. Agreements, conclusion, performance and changes:

- 3.1 Agreements are solely concluded by way of a written acceptance and/or confirmation by the Supplier of the Buyer's order.
- 3.2 The Supplier's confirmation of order is considered to render the agreement correctly and completely.
- 3.3 The Supplier is entitled to have certain activities carried out by third parties.
- 3.4 Changes in the performance of the order desired by the Buyer after having placed the order have to be brought to the Supplier's attention timely and in writing by the Buyer. The Supplier is entitled to refuse or accept these changes desired. In case the changes desired are refused, the original agreement will remain effective.
- 3.5 Changes made can result in the exceeding of the delivery time stated by the Supplier before the changes. This cannot be invoked to the Supplier's detriment.
- 3.6 The costs of the changes are borne by the Buyer. If such changes result in decreased costs, the Buyer cannot derive any rights whatsoever with regard to the decrease of the purchasing price. However, the Supplier can decide at its own discretion that these changes result in a lower purchase price.



#### Clause 4. Cancellations

- 4.1 If after having concluded the agreement the Buyer wishes to cancel the order, for whatever reason, the Supplier is free to choose either to oblige the Buyer to a full performance of the agreement or to accept the cancellation on the condition that the Buyer will pay damages equal to 20% of the sum of the order as well as all costs actually incurred by the Supplier within a period to be set by the Supplier.

#### Clause 5. Delivery:

- 5.1 The delivery time is set by the Supplier. The Supplier is held to take the delivery time into account as much as possible, but the exceeding thereof does not entitle the Buyer to damages, suspension or dissolution of the agreement. The Supplier will not be in default by the sole exceeding of the delivery time. If a delay occurs, for whatever reason, the delivery time will be extended for the duration of said delay.
- 5.2 The delivery is effected ex the Supplier's warehouse, unless agreed otherwise.
- 5.3 The Supplier is entitled to deliver in instalments, for which separate invoices can be submitted. The payment conditions as set in Clause 11 of these Conditions apply to all invoices.

#### Clause 6. Transport

- 6.1 Insofar as not agreed otherwise, the Supplier chooses the means of transport and the transport routes without being responsible for the fastest and cheapest possibility being chosen.
- 6.2 Unless agreed otherwise, the transport costs are borne by the Buyer.
- 6.3 The dispatch of goods is always effected, even if carriage paid has been agreed upon, for the Buyer's risk and expense, even if the carrier demands that the clause that all transport damage will be borne by the shipper is to be included in consignment bills, road waybills and the like.

#### Clause 7. Retention of title:

- 7.1 All goods supplied and still to be supplied will remain the Supplier's exclusive property until all claims of the Supplier on the Buyer have been paid in full.
- 7.2 Before payment in full has been effected, the Buyer is not authorised to pledge the goods entirely or partially to third parties, to establish any other rights thereon or to transfer the ownership thereof, with the exception of the normal business operations.
- 7.3 In case of processing or confusion of the delivered goods by the Buyer or at the Buyer's, the Supplier acquires the co-ownership of the newly created good(s) and/or the main good, namely up to the value of the (original) goods delivered by the Supplier.
- 7.4 In case the Buyer does not comply with any obligation arising from an agreement between the Supplier and the Buyer, the Supplier is entitled to call back the goods without any notice of default. The Buyer grants the Supplier free access to the premises and/or buildings for the inspection of the goods and/or to exercise the Supplier's rights.
- 7.5 Any exercise by the Supplier of the rights it is entitled to on the basis of the retention of title, including a possible attachment on the goods, can under no circumstances be considered as an action giving rise to the dissolution of the agreement.

#### Clause 8. Buyer's obligations

- 8.1 The Buyer ensures that the Supplier is timely provided with all data necessary for the performance of the agreement, such as measures, weights, figures, (maximum/minimum) dimensions and/or all other specifications applicable to the agreement in question.
- 8.2 If the start or the progress of the performance of the agreement is delayed by factors that can be attributed to the Buyer, the damage and costs arising from it for the Supplier are borne by the Buyer.



Clause 9. Guarantees, complaints and return shipments:

- 9.1 The goods to be delivered by the Supplier meet the usual requirements and norms to be demanded in reasonableness at the moment of delivery and for which these are intended with normal use in the Netherlands. The guarantee mentioned in this Clause applies to goods intended to be used in the Netherlands. In case of use outside the Netherlands, the Buyer itself has to verify whether the use thereof is suitable for the use at the location in question and meets the requirements to be set. In the latter case, the Supplier can set other guarantees and other conditions with respect to the goods to be supplied or activities to be carried out.
- 9.2 If the guarantee granted by the Supplier concerns a good manufactured by a third party, the guarantee is limited to the guarantee granted by the manufacturer of the good, unless stated otherwise.
- 9.3 Immediately after having received the goods delivered, the Buyer is held to thoroughly inspect whether the goods comply with the agreement. Any defects have to be reported to the Supplier in writing and stating grounds within 24 hours of their receipt. If the cause for the objection could not have been discovered in reasonableness within this period, a period of 2 days will apply as from the moment that the defect could have been discovered in reasonableness. Notwithstanding the above, objections submitted after the period of 1 month after the delivery of the goods will not be accepted in any case.
- 9.4 Complaints can solely be taken into consideration, if the goods are still in the state in which they were delivered. In case of doubt, the Buyer will have to prove that this is the case.
- 9.5 If a complaint is found to be well-founded, the Supplier is solely held to repair, replace or compensate the Buyer without costs for the goods to which the complaint refers, to the Supplier's discretion, with the exception of all other rights of the Buyer to damages.
- 9.6 A complaint does not suspend the Buyer's obligations to pay.
- 9.7 Return shipments are only permitted after the Supplier's prior permission in writing on conditions to be set by the Supplier.

Clause 10. Liability

- 10.1 Except for the Supplier's intent or gross negligence or that of the Supplier's employees or that of third parties called in by the Supplier, to be proven by the other party, the Supplier is not liable for indirect damage, including resulting damage, trading loss or loss of profit, damage as a result of personal damage or whatever other damage arising for the Buyer and/or third parties.
- 10.2 The Supplier's liability is limited up to the invoice price of the goods in question or the activities performed in question. All further or other liability for incorrect compliance or other shortcoming of the Supplier or for (indirect) damage at the Buyer's or third parties, for whatever cause, except that for intent or gross negligence, is explicitly excluded.
- 10.3 The Buyer will indemnify the Supplier against all claims from third parties for damages towards the Supplier in connection with the performance of the agreement and in connection with or arising from the Buyer's use of the goods delivered or services rendered by the Supplier for whatever cause, except for the Supplier's intent or gross negligence.
- 10.4 Any employees of the Supplier's held liable can invoke the stipulations of this Clause, as if they were parties to the agreement between the Supplier and the Buyer.

Clause 11. Payment, interest and costs:

- 11.1 The payment of the entire invoice amount has to be effected without any discount or setoff by way of payment or transfer into a bank account or giro account to be designated by the Supplier within the term of payment agreed upon.
- 11.2 All payments have to be effected at the Supplier's office or into a bank account designated by the Supplier.
- 11.3 Payments have to be effected in the currency in which the prices agreed upon are stated.
- 11.4 Each payment by the Buyer always serves to pay all costs owed and interests occurred and subsequently to pay the eldest payable invoice, even if the Buyer states that the payment concerns a later invoice.
- 11.5 After the lapse of the term of payment agreed, the Buyer will be in default ipso jure without any notice of default being necessary. In case of exceeding the term of payment agreed – without any notice of default being necessary and without prejudice to the Supplier's other rights – the Buyer will owe two percent (2%) interest per month on (the still outstanding part of) the invoice amount as from the day the term of payment has been exceeded until the moment of payment in full of the invoice amount, unless the statutory (commercial) interest is higher, in which case said statutory



(commercial) interest will apply. The Supplier will then be entitled to demand the immediate payment of all still outstanding invoices and to suspend further deliveries and activities until the moment the entire invoice amount has been paid in full or that sufficient security has been furnished to that end.

- 11.6 All judicial and extrajudicial (collection) costs incurred by the Supplier as a result of the Buyer's non-compliance with its obligations to pay are borne by the Buyer and amount to at least 10% of the outstanding claim(s) with a minimum of EUR 500.
- 11.7 In case of the Buyer's liquidation, bankruptcy, attachment, seizure or suspension of payments or if the debt rescheduling arrangement is declared applicable on the Buyer, the Supplier's claims on the Buyer become immediately payable.
- 11.8 The Buyer herewith waives its setoff and suspension rights.

#### Clause 12 Furnishing of security

- 12.1 If the Supplier sees reason to suspect that the Buyer will not be able to comply with its obligations arising from the agreement, the Buyer will be held to furnish sufficient security for the full compliance of all its obligations with regard to agreements performed or still to be fully or partially performed in a way to be stated by the Supplier, at the Supplier's first request to that end.

#### Clause 13 Suspension, dissolution, force majeure

- 13.1 If the Buyer is in default in any way towards the Supplier in the compliance with any obligation, as well as in case of filing for suspension of payments, suspension of payments being (provisionally) awarded, filing for bankruptcy, the institution of bankruptcy proceedings, a claim for bankruptcy, the liquidation or termination of (part of) the Buyer's business, the Supplier is entitled to the following, without prejudice to all other rights it is entitled to and without any obligation to pay damages and without any notice of default or court intervention being necessary:
- to suspend the performance of the agreement until sufficient security has been furnished for the payment of all that the Buyer owes the Supplier has; and/or
  - to suspend all its own obligations to pay, insofar as existing; and/or
  - to dissolve all agreements with the Buyer entirely or partially;
- All this without prejudice to the Buyer's obligation to pay for goods already delivered and/or activities already carried out and without prejudice to the Supplier's other rights, including the right to damages.
- 13.1 In case of impediment on the Supplier's side to perform the agreement as a result of force majeure, the Supplier is entitled to suspend the performance of the agreement, without court intervention, or to dissolve the agreement entirely or partially without the Supplier being held to pay damages.
- 13.2 Force majeure is assumed in case of all circumstances independent of the Supplier's will as a result of which the performance of the agreement is being impeded, either permanently or temporarily, as well as, insofar as not already included in the above, war, war risk, civil war, uprising, industrial action, fire and all other interruptions in the Supplier's business or its suppliers' businesses. Force majeure is also assumed if a supplier from whom the Supplier buys goods for the purpose of the agreement with the Buyer is in default of timely and/or proper delivery.

#### Clause 14 Transfer of rights and obligations

- 14.1 The Buyer is not allowed to transfer its rights and/or obligations arising from any agreement with the Supplier, nor to furnish these as security for claims of third parties without the prior permission of the Supplier in writing.

#### Clause 15 Intellectual property rights

- 15.1 The Supplier reserves all intellectual and industrial property rights for offers submitted by the Supplier as well as with regard to all goods it has manufactured or activities it has performed.
- 15.2 All signs, logos, labels and the like, whether or not protected by intellectual or industrial property rights, which are found in or on the goods delivered by the Supplier, cannot be changed, removed from the goods, imitated or used for other goods without the Supplier's permission.

#### Clause 16 Applicable law and jurisdiction

- 16.1 These Conditions, as well as all legal relations between the Supplier and the Buyer are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 16.2 Insofar as the law does not compulsorily provide otherwise, solely the District Court in Zwolle is competent to hear disputes that might arise as a result of (the performance of) any agreements between the Supplier and the Buyer as well as disputes regarding (any stipulation from) these Conditions, as well as for acquiring provisional relief.