

General Terms and Conditions of the Lerøy Seafood companies

Lerøy Seafood Holding B.V.

Lerøy Seafood Netherlands B.V.

Hereinafter:

the Lerøy Seafood company(ies)



Chamber of Commerce:

39074442

39047992

General Terms and Conditions of the Lerøy Seafood companies

General

1. These general terms and conditions apply to all offers and all agreements with one of the Lerøy Seafood companies.

Other terms and conditions shall only form part of the agreement if and insofar as both parties have expressly agreed to them.

Quotes, Orders and Prices

2. Unless expressly stated otherwise, all our offers, quotations, price lists and so on are without obligation.

3. Orders are not binding for us until we have expressly confirmed them in writing.

4. An order that we confirm cannot be cancelled after a period of 5 days, unless the client reimburses us for the costs incurred and the product already produced. The client can dispose of the already produced product after payment, provided that he himself arranges the transport.

5. Shipping shall be carried out in a manner to be determined by us. Unaccepted orders or deliveries shall be stored at the expense and risk of the client.

Delivery Period

6. If the Lerøy Seafood company exceeds a delivery date that it has promised and/or accepted, this can never result in an obligation to pay compensation, nor can it be a reason for the client to dissolve the agreement and/or to claim dissolution by court order.

Complaints

7. The client must submit complaints regarding the quality of the product and all other complaints relating to the product to us (1) within 24 hours and (2) within 5 days after the delivery date in writing. The right to complain lapses if both conditions are not met.

8. If, after delivery, the nature and/or composition of the product has been changed, or if the product has been fully or partially processed or treated, or if the product has been damaged or repackaged, the right to issue a complaint shall lapse.

9. If a complaint is issued in accordance with the above and the complaint is justified, we shall only be obliged to replace the product to which the complaint refers at our expense.

10. Complaints shall only suspend the payment obligation if we consider them well-founded, on the understanding that this suspension shall only apply:

- a) up to the amount charged for the product to which the complaint relates and
- b) during the period between the date on which the complaint was submitted to us in writing and stating reasons and the date on which delivery of the replacement product, as referred to in Article 9, takes place.

Product Returns

11. Returns are not permitted without our express, prior and written consent.

Payments

12. Payment must be made within 30 days of the invoice date by transfer to a bank account number specified on the invoice.

13. If an order is carried out in parts, we have the right to demand payment for the partial delivery(ies) made before carrying out the other partial deliveries.

14. If an invoice is not paid in full within 30 days of the invoice date, the client shall be liable for interest of 1% per month on the amount owed with effect from the date on which the 30-day period has expired. Parts of a month will be charged as full months.

15. If a client fails to fulfil his payment obligation(s), we shall have the right to have the collection carried out by third parties at the expense and risk of the client and/or to dissolve the agreement in whole or in part without further notice of default and/or judicial intervention and/or to claim compensation for damages.

16. Offsetting of any claims of the customer with the obligation(s) towards us is never permitted.

Force Majeure

17. If fulfilment of our delivery obligations cannot reasonably be demanded of us due to strikes, government measures, late or improper order fulfilment by suppliers and/or other unforeseen circumstances, we shall have the right to suspend delivery for a reasonable period to be determined by us without being required to pay any compensation.

18. If, due to the aforementioned circumstances, the fulfilment of our delivery obligation is delayed for more than 18 months, both parties shall have the right to dissolve the contract, insofar as it has not yet been implemented, by notifying the other party in writing.

Retention of Title

19. All products supplied by Lerøy Seafood companies, insofar as they are still within their shelf life, remain the property of the Lerøy Seafood company until the Lerøy Seafood company has received full payment.

20. Until full payment has been received by the Lerøy Seafood company, the client is only the holder of the product delivered by the Lerøy Seafood company. In that case, the client shall act as a holder free of charge, with all the associated burdens and benefits ascribed to it by law.

Liability

21. The client is liable for all damage and indemnifies the Lerøy Seafood companies against any claim by third parties for compensation of damage if and to the extent that: (1) this damage has arisen due to inexpert use and/or (2) inexpert storage of the product delivered and/or the product delivered has not been stored in the original unaltered packaging from the Lerøy Seafood company and/or has not been delivered.

22. The Lerøy Seafood companies cannot be held liable in any way for damage and/or claims regarding the processing or stocking of products from principals or customers.

Amendment

23. The Lerøy Seafood companies have the right to amend these general terms and conditions unilaterally. In this case the Lerøy Seafood Company will inform the customer of the changes in good time. There shall be at least one month between this notification and the entry into force of the amended conditions.

Applicable Law

24. All agreements are governed exclusively by Dutch law. Any disputes arising therefrom shall be adjudicated in the first instance by the competent Dutch court.

Dispute Settlement

25. By way of derogation from the legal rules for the competence of the civil court, each dispute shall be settled by the District Court of Overijssel, Zwolle location. The Lerøy Seafood companies, however, remain authorised to sue the client to appear before the court that is competent according to the law or the applicable international treaty.

