

General terms and conditions of the Lerøy Seafood companies

Lerøy Seafood Holding B.V.

Lerøy Seafood Netherlands B.V.

Lerøy Seafood Convenience B.V.

Lerøy Seafood Center B.V.

Below:

Lerøy Seafood company(/ies)



Chamber of Commerce:

39074442

39047992

39069484

37115307

General terms and conditions of the Lerøy Seafood companies

General

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

Any terms and conditions to the contrary shall only constitute part of the agreement if and as expressly agreed to by both parties.

Offers, orders and prices

2. All our offers, quotations, price lists etc. are without obligation, unless expressly stated otherwise.

3. Orders are not binding on us until expressly confirmed by us in writing.

4. An order confirmed by us cannot be cancelled after a period of 5 days, unless the customer reimburses us for the costs incurred and the product already manufactured. The customer can avail of the already produced product after payment, provided that the customer organises the transport.

5. Shipping takes place in a manner to be determined by us. Non-accepted orders or deliveries shall be stored at the expense and risk of the customer.

Delivery time

6. If Lerøy Seafood company should exceed an agreed and/or accepted delivery time, this shall not give rise to an obligation to pay compensation, nor can it give rise to a reason for the customer to dissolve the agreement and/or claim dissolution in court.

Complaints

7. Complaints regarding the quality of the product and all other complaints regarding the product must be made by the customer (1) to us within 24 hours and (2) confirmed in writing to us within 5 days after the delivery date. The right to file a complaint shall be cancelled if not both conditions are fulfilled.

8. If, after delivery, the type and/or composition of the product has been changed, or it has been fully or partially processed or treated, or it has been damaged or repackaged, the right to complain is cancelled.

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

10. Any complaints only suspend the payment obligation if they are considered valid by us, on the understanding that this suspension only applies:

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

Return shipments

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

Payments

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

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

14. If an invoice is not paid in full within 30 days of the invoice date, the customer shall owe a 1% interest per month on the amount due from the date on which the 30-day period expired. Parts of a month will be charged as full months.

15. If a customer fails to fulfil his payment obligation(s), we shall be entitled to engage third parties to conduct the collection at the expense and risk of the customer and/or dissolve the agreement in whole or in part without further notice of default and/or court intervention and/or claim damages.

16. Offsetting amounts against any claims of the customer with the obligation(s) on or in respect of us is not under any circumstance 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 be entitled to suspend delivery for a reasonable period to be determined by us without being obliged to pay any compensation.

18. Should, due to the aforementioned circumstances, the fulfilment of our delivery obligation have been delayed for more than 18 months, both parties shall be entitled to dissolve the agreement to the extent it has not yet been performed, by notifying the other party in writing.

Retention of title

19. All products delivered by Lerøy Seafood companies shall, in case they are non-perishable, remain the property of the Lerøy Seafood company until full payment has been received by the Lerøy Seafood company.

20. Until full payment has been received by the Lerøy Seafood company, the customer is only the holder of the product supplied by the Lerøy Seafood company. In this case, the customer acts as a holder free of charge, with all the charges and benefits that the law assigns to the holder.

Liability

21. The customer is liable for all damage and indemnifies Lerøy Seafood companies

against any third-party claim for compensation of damage if and to the extent that: (1) such damage has been caused by unprofessional use and/or (2) unprofessional storage of the product supplied and/or has not stored and/or supplied the supplied product in the original unaltered packaging originating from Lerøy Seafood company.

22. The Lerøy Seafood companies cannot be held liable in any way for damage and/or claims relating to the processing or stocking of the client's or customer's products.

Change

23. Lerøy Seafood companies are entitled to unilaterally amend these general terms and conditions. In that case, the Lerøy Seafood company will notify the customer of the changes in good time. The time between this notification and the entry into force of the modified terms and conditions shall be at least one month.

Applicable law

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

Dispute resolution

25. Contrary to the statutory rules on the competence of the civil court, any disputes shall be settled by the District Court of Overijssel, Zwolle location. However, the Lerøy Seafood companies shall continue to be entitled to summon the customer before the court having competence according to the law or the applicable international convention.