

GENERAL TERMS AND CONDITIONS OF SALE

Of the private limited company Fisherman's Choice B.V. (hereinafter referred to as: **Supplier**) with its registered office in Den Haag, Willemstraat 8-10-12, the Netherlands, filed with the Chamber of Commerce under file reference number 27126004

Article 1. Definitions

In these general terms and conditions, the capitalised words have the following meaning:

- 1.1 Buyer:** the natural person or legal entity that has instructed the Supplier to deliver products/services and/or to undertake work, including his representatives, agents, legal successors and heirs.
- 1.2 Supplier:** every natural person or legal entity that supplies products and/or services to the Buyer or that has agreed with the Buyer to do so, as well as any natural person or legal entity that has received an instruction of another nature from the Buyer. In these general terms and conditions, Fisherman's Choice BV is the Supplier.
- 1.3 Documents:** all information and data made available to the Supplier by the Buyer, whether or not contained on material or immaterial carriers and whether or not held by third parties, as well as all data generated or collected by the Client within the framework of executing the Instruction/Agreement, whether or not contained on material or immaterial carriers and whether or not held by third parties, as well as all other information of any relevance to the execution or completion of the instruction, whether or not contained on material or immaterial carriers.
- 1.4 Instruction/Agreement:** the (written) documented agreements between the Buyer and the Supplier with regard to the provision of products/services and/or execution of Work.
- 1.5 Authorised Purchaser:** a purchaser who is entitled to speak, act and enter into commitments on behalf of the Buyer.
- 1.6 Incoterms:** The Incoterms are a collection of international agreements about the international transport and delivery of goods. These terms and conditions of sale are subject to the most recent publication by the International Chamber of Commerce.
- 1.7 Work:** all Work for which the Instruction is issued, to be undertaken by the Supplier for the Buyer and which has been accepted by the Supplier, as well as all Work ensuing from that for the Supplier.

Article 2. Applicability

- 2.1** These general terms and conditions of sale apply to all requests, quotes, offers, Instructions, purchase orders, confirmations of instruction, agreements and other legal relationships of whatever title, regardless of the means of communication used, under which the Supplier undertakes/will undertake to purchase products/services from the Buyer, as well as all other work ensuing from that for the Supplier.
- 2.2** Deviations from and supplements to these general terms and conditions are valid only if they have been explicitly agreed on in writing, in for instance, a (written) agreement or confirmation of instruction.
- 2.3** These deviations apply only to the request, quote, offer, Instruction, purchase order, confirmation of instruction, agreement or other legal relationship.
- 2.4** If the SUPPLIER has agreed in writing to the applicability of stipulations that differ from these terms and conditions, all other aspects of these terms and conditions remain in full force.
- 2.5** In the event that any condition in these general terms and conditions and in the confirmation of instruction contradicts each other, the condition contained in the confirmation of instruction applies in terms of the contradiction.
- 2.6** The Supplier hereby explicitly excludes the applicability of the Buyer's general terms and conditions.
- 2.7** In the event of a difference between the Dutch text of these purchase conditions and the translation thereof into another language, the Dutch text will be binding.
- 2.8** The provisions of these purchase conditions do not affect the Client's other rights at law.

Article 3. Agreements and changes

- 3.1** All instructions, agreements, etc. originating from the Buyer will be regarded as irrevocable by the Supplier.
- 3.2** The SUPPLIER is only bound by orders placed with the SUPPLIER by the Buyer, if and until that order has been confirmed by the SUPPLIER in writing within three (3) working days after having received the delivery instruction and/or if the SUPPLIER has commenced executing that order. The SUPPLIER explicitly reserves the right to further specify the delivery date in the aforesaid confirmation.
- 3.3** The Buyer must promptly notify the SUPPLIER in writing of any changes to the execution of an order required by the Buyer after the order was placed. In the case of orders that were placed verbally or by telephone and/or in the event of changes thereto, the Buyer will bear the risk in respect of the (correct) execution thereof.
- 3.4** Changes to orders placed by the Buyer, regardless of the nature thereof, that involve costs exceeding those of the original quote given by the SUPPLIER, will be payable by the Buyer. If such changes result in a reduction in costs, the Buyer cannot derive any rights in terms of a reduction in the purchase price. The SUPPLIER can nevertheless decide, at his discretion, that these changes result in having to pay a reduced purchase price.
- 3.5** Changes made can result in the delivery time indicated before the changes being exceeded by the SUPPLIER. Claims to the prejudice of the SUPPLIER cannot be made in that respect.
- 3.6** Orders, confirmations of orders or other correspondence via e-mail and/or signed fax will be accepted by the parties as legally binding documents.

Article 4. Quotes and offers

- 4.1** All offers of the SUPPLIER are free of obligation, unless explicitly stated otherwise in the offer.
- 4.2** Descriptions and prices in offers are subject to usual reserve and apply by approximation only. The Buyer cannot derive any rights from any errors in an offer.
- 4.3** Offers of the SUPPLIER are given on the basis of data and specifications provided by the Buyer. Offers are based on production and delivery within normal terms and under normal circumstances.

Article 5. Transfer of title

- 5.1** Without prejudice to article 2.2, the delivery date is set by the SUPPLIER and Buyer in mutual consultation. If the SUPPLIER states a delivery period, it will be by approximation only and not a fixed deadline.
- 5.2** The SUPPLIER will not be in default by the mere exceeding of the delivery period. In the event of any delays, regardless of the reason thereof, the delivery time will be extended for the duration of that delay.
- 5.3** Products are considered to be legally delivered to the Buyer from the moment they are ready for shipment or transport at the SUPPLIER and the Buyer has been made aware of that in writing (Ex Works, Incoterms 2000), unless agreed otherwise in writing – for instance in the order confirmation of the SUPPLIER – and notwithstanding the provisions of article 6 in these Conditions.
- 5.4** The transport of the products will be at the expense and risk of the Buyer, unless agreed otherwise in writing. The Buyer is obliged to collect the products on the indicated day. Failure to meet this obligation can result in the SUPPLIER deciding to store the products at his warehouse or elsewhere. The costs involved in such storage are payable by the Buyer.
- 5.5** The SUPPLIER is entitled to deliver products in consignments. Each partial delivery, which includes the delivery of products in a compound order, can be invoiced separately. In such a case, payment must be made in accordance with the provisions of article 5 in these terms and conditions.

Article 6. Prices and payment

- 6.1** Unless explicitly mentioned otherwise, the prices are expressed in euros, exclusive of turnover tax, based on the minimum basic quantities applied by the Supplier, exclusive of packaging costs, while the transport costs are not included but payable by the Buyer.
- 6.2** All agreed prices are binding unless after the offer, one of the cost price factors of the product changes in the period between the date on which the offer is made and the delivery date and ensuing price increases cannot or can hardly be influenced by the Supplier. In such cases, the Supplier is entitled to adjust the agreed price accordingly, regardless of whether the cost price increase could have been foreseen at the time the offer was made, in accordance with applicable prevailing statutory regulations.
- 6.3** Payment by the Buyer must be made to the SUPPLIER after the invoice date, within the payment terms stipulated by the management board unless agreed otherwise in writing and confirmed in the confirmation of order referred to in article 2.2.
- 6.4** The Buyer hereby waives his set-off and suspension rights. The Supplier is entitled to set off any amounts in compensation of monies due or to be claimed against claims the Supplier has against the Buyer or amounts the Buyer owes the Supplier.
- 6.5** The SUPPLIER will ensure that invoices are sent in a timely fashion. Partial invoicing is optional at all times, unless excluded in writing.
- 6.6** In the event that the term referred to in article 6.3 of these terms and conditions and stipulated in writing by the management board is exceeded, the Buyer – without prejudice to any other rights of the SUPPLIER – owes default interest of two (2) % per month on the (outstanding) invoice amount, calculated from the day that the payment term was exceeded until the moment that the invoice amount has been settled in full. In that case, the SUPPLIER will be entitled to demand immediate payment of all outstanding invoices and to suspend further deliveries until the full invoice amount has been paid and/or adequate security has been furnished in that respect.
- 6.7** All judicial and extrajudicial collection costs incurred by the SUPPLIER as a result of the Buyer failing to fulfil his payment obligations will be payable by the Buyer and are calculated in accordance with the rate of the Netherlands Bar Association.
- 6.8** Payments made by the Buyer will be allocated to reconcile any interest and costs first and thereafter to reconcile the invoice with the latest date, regardless of the Buyer indicating that the payment relates to an invoice of a subsequent date, at all times.

Article 7. Retention of title

- 7.1** All goods supplied and still to be supplied will remain the exclusive property of the SUPPLIER, until all current or future claims of the SUPPLIER towards the Buyer, including at least the claims stated in Section 3:92, subsection 2, of the Netherlands Civil Code, are paid in full.
- 7.2** As long as ownership of the goods has not been transferred to the Buyer, the Buyer will not be entitled to pledge these goods or grant third parties any other rights thereto, except within the normal operations of the Buyer's business. The Buyer undertakes to cooperate on the SUPPLIER's demand in establishing a right of pledge to claims the Buyer has or will have towards his customers by virtue of the onward supply of goods.
- 7.3** The Buyer is obliged to store the goods that have been delivered under retention of title with due care and attention and as the recognisable property of the SUPPLIER.
- 7.4** The SUPPLIER is entitled to take back the goods that have been delivered under retention of title and that are still within the grounds of the Buyer, if the Buyer fails to fulfil his payment obligations or if he is having or is likely to have financial difficulties. The Buyer will grant the SUPPLIER access to his grounds and/or buildings in order to inspect the goods and/or to exercise the rights of the SUPPLIER, at all times.
- 7.5** The provisions referred to in articles 6.1 to 6.5 do not affect any other rights of the SUPPLIER.

Article 8. Obligations of the Buyer

- 8.1** The Buyer will ensure that the SUPPLIER has timely access to all necessary information and relevant specifications applicable to and required for the performance of the relevant agreement.

- 8.2** If the start or progress of the performance of the agreement is delayed by factors that can be attributed to the Buyer, the damages and costs arising from it and incurred by the SUPPLIER will be payable by the Buyer.

Article 9. Transfer of obligations to third parties

- 9.1** The SUPPLIER is entitled to engage third parties on behalf of and at the expense of the Buyer for the performance of the agreement, if in the opinion of the SUPPLIER there is reason to do so or if the provisions of the agreement stipulate this. If engaging third parties, the Supplier will exercise due care.
- 9.2** The Supplier is not liable for shortcomings and/or poor deliveries by the third party. The Supplier will assist the Buyer to the greatest possible extent with submitting any claims for damages which the Buyer may bring against the third party in the event of shortcomings and/or poor deliveries by the third party.

Article 10 - Complaints

- 10.1** Immediately after having received the products, the Buyer is obliged to thoroughly inspect the products to ensure that they meet the requirements of the agreement. If, in the opinion of the Buyer, the products delivered do not comply with the agreement, the Buyer must object in writing, stating the reasons, within ten (10) days of receiving the products (if it concerns perishable goods, a term of 24 hours applies). In the event that the cause of the objection could in all fairness not have been discovered within this term, a term of ten (10) days from the moment that cause could in all fairness have been discovered applies (if it concerns perishable goods, a term of 24 hours applies). Without prejudice to the above, the SUPPLIER will never accept objections made after a period of one (1) month after the SUPPLIER has delivered the products.
- 10.2** If, in accordance with article 12.1, the objection is upheld by the SUPPLIER, the SUPPLIER is obliged to repair or replace those (parts of the) products which the objection applies to, free of charge or compensate the Buyer accordingly, which is at the discretion of the SUPPLIER.
- 10.3** The Buyer is not entitled to suspend payment of the delivered goods for reasons of apparent faults, if the complaint turns out to be well-founded, a refund can be made later.

Article 11 – Returning goods

- 11.1** Products dispatched by the SUPPLIER to the Buyer can be returned to the SUPPLIER, subject to written approval of and conditions stipulated by the SUPPLIER.
- 11.2** The costs of returning products dispatched by the SUPPLIER to the Buyer will be payable by the Buyer, with the exception of costs for returning products with regard to which the SUPPLIER has concluded that these products contain faults or defects which fall within the scope of the warranty and/or for which the SUPPLIER can be held liable.

Article 12. Warranty

- 12.1** The SUPPLIER issues a warranty on all products he has delivered for a one-week period after delivery. The SUPPLIER will remedy defects that fall under the warranty by replacing the faulty product (or the part in question) or by crediting the purchase price of the product in question, which is at the discretion of the SUPPLIER.
- 12.2** The SUPPLIER is not obliged to exercise any warranty obligation if the Buyer, when invoking the warranty, has failed to fulfil any obligations towards the SUPPLIER, has failed to do so in full, correctly or in time.
- 12.3** Every warranty lapses if the Buyer himself makes changes or repairs to the products, if the products are used for other than customary business purposes or if they have been treated or maintained carelessly or improperly.

Article 13 - Liability

- 13.1** The liability of the SUPPLIER is limited to fulfilling the warranty obligations as described in article 12 of these terms and conditions. Any liability for failure to perform or other shortcomings on the part of the SUPPLIER exceeding or different to the above and/or damage incurred by the Buyer or third-parties, for whichever reason, is explicitly excluded (except in the case of intent or gross negligence).
- 13.2** The Buyer is obliged to indemnify the SUPPLIER against and compensate it for all claims from third parties engaged by the Buyer against the SUPPLIER. The Buyer is furthermore obliged to indemnify the SUPPLIER against and compensate him for all claims from third parties engaged by the Buyer, in relation to or arising from the Buyer's use of products or services provided by the SUPPLIER.
- 13.3** Any staff of the SUPPLIER held to account can rely on the above article, as if they are party to the agreement between the SUPPLIER and the Buyer.

Article 14 – Intellectual and industrial property rights

- 14.1** The SUPPLIER reserves all intellectual and industrial property rights with regard to offers and deliveries made by the SUPPLIER, as well as with regard to drawings, software, descriptions, models and suchlike prepared or provided by the SUPPLIER, as well as with regard to any information enclosed and/or based thereon.
- 14.2** The Buyer guarantees that what is referred to in article 14.1 is not multiplied, published, stored and/or otherwise used without the written approval of the SUPPLIER.
- 14.3** All symbols, logos, labels and suchlike, whether or not protected by intellectual or industrial property rights, attached in, on or to products delivered by the SUPPLIER, may not be changed, removed from or taken out of products, imitated or used by the Buyer for other products, without the approval of the SUPPLIER.

Article 15 – Provision of security

- 15.1** If the SUPPLIER has reason to suspect that the Buyer will be unable to fulfil his obligations by virtue of the agreement, the Buyer will be obliged to provide satisfactory security for full compliance of all his obligations, on the SUPPLIER's demand, with regard to agreements performed or agreements yet to be fully or partly performed, in a manner to be indicated by the SUPPLIER.

Article 16 – Suspension, termination, force majeure

- 16.1** If the Buyer in any way fails to fulfil any obligation towards the SUPPLIER, as well as in the event of an application for a moratorium, (provisional) moratorium obtained, bankruptcy or the application, petition or order thereof, liquidation or discontinuation of (part of) the business of the other party, the SUPPLIER, without prejudice to any other of his rights, without the obligation to pay compensation and without any notice of default or judicial intervention due, will be entitled to act as follows: to postpone the performance of the Agreement until sufficient security has been provided for payment of all that the Buyer owes the SUPPLIER; and/or to suspend any of his own payment obligations; and/or to fully or partially terminate any agreement with the Buyer; all this without prejudice to the obligation of the Buyer to pay for products delivered and/or services provided earlier and without affecting any other rights of the SUPPLIER, including the right to compensation.
- 16.2** In the event of impediment on the part of the SUPPLIER to perform the agreement due to force majeure, the SUPPLIER is entitled to suspend the performance of the agreement without judicial intervention and/or to fully or partly dissolve the agreement, without being obliged to pay any compensation.
- 16.3** Force majeure is taken to mean any circumstance beyond the control of the SUPPLIER as a result of which performance of the agreement is temporarily or permanently impeded, which circumstances include war, the threat of war, civil war, riot, industrial action, fire and other disturbance affecting the business operations of the SUPPLIER or that of his suppliers. Force majeure further applies in the event of a supplier, from whom the SUPPLIER purchases products for the performance of the agreement with the Buyer, remains in default in terms of a timely and/or proper delivery.

Article 17 – Transfer of rights and obligations

- 17.1** The Buyer is not allowed to transfer his rights and/or obligations ensuing from any agreement with the SUPPLIER to third parties or to have these serve as security towards claims of third parties, without prior written approval from the SUPPLIER.

Article 18 – Dutch text prevails

- 18.1** In the event of a conflict between a translation and the Dutch version of these general terms and conditions, the Dutch version prevails.

Article 19. Applicable law/disputes

- 19.1** All quotes, order confirmations and agreements which these terms and conditions of sale form a part of are exclusively governed by Dutch law. Foreign legislation, such as the Vienna Sales Convention, is excluded.
- 19.2** All disputes between the parties, including those considered as such by only a single party, will be settled by agreement to the greatest possible extent. If after consultation no solution is found, the dispute can be submitted to the competent court.
- 19.3** All disputes between the Supplier and the Buyer will in the first instance and exclusively be settled by the competent court in the court district where the Supplier has his registered office.

Article 20 – Certificate

- 20.1** Fisherman's Choice is IFS broker certified, our suppliers also have different quality certifications. These can be different than IFS. If you only want products from IFS certified producers, please inform us explicitly about this.

Article 21 – Filing

- 21.1** These terms and conditions have been filed with the Chamber of Commerce under file reference number 27126004.

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