



SUPPLIER

**GENERAL TERMS
AND CONDITIONS
for
Seafood Sales ApS**

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1. Scope

- 1.1 Any delivery to Seafood Sales ApS ("Seafood Sales") is subject to these General Terms and Conditions, being binding on all deliveries between the parties, thus superseding all agreements and customs inconsistent with the contents hereof, including any terms and conditions drafted and submitted by the Supplier, unless otherwise stated in the order confirmation submitted by Seafood Sales.

2. Formation

- 2.1 On the placing of an order confirmation, at the earliest, Seafood Sales is bound by any statements or declarations issued by Seafood Sales, howsoever described. Until the order confirmation has been communicated to the Supplier, Seafood Sales is entitled to withdraw any such statements or declarations.
- 2.2 Any cancellation or change of a confirmed order on the part of the Supplier requires a prior written approval from Seafood Sales, and the Supplier shall pay any and all costs incidental thereto. The Supplier shall indemnify Seafood Sales against any loss occurring as a consequence of the cancellation or change, always provided, however, that 10% of the agreed purchase price, exclusive of VAT, will be the minimum amount payable.

3. Authority

- 3.1 No independent persons/companies, e.g. agents, representatives or brokers, are authorised to bind Seafood Sales without a prior written agreement to that effect.

4. Prices

- 4.1 Unless otherwise explicitly stated in the order confirmation, all prices are quoted in Danish Kroner and are current prices, exclusive of VAT, other public duties, and packaging.

5. Terms of delivery

- 5.1 Deliveries are subject to INCOTERMS 2010 DDP 6330 Padborg, Denmark, unless otherwise explicitly stated in the order confirmation. Consequently, the Supplier shall carry any risk of all costs, including any freight charges, in connection with deliveries from the point of origin stated. The Supplier undertakes in due time to give notice about the method of dispatch, which the Supplier wishes to use. Otherwise, Seafood Sales is entitled on the Suppliers account to decide the method and route of dispatch.
- 5.2 The quantity delivered to Seafood Sales may vary by 5% upwards or downwards compared to the quantity ordered, with the sole consequence that the price will be adjusted in accordance with the quantity actually delivered.
- 5.3 In case of delay in delivery, the Supplier undertakes to notify the Seafood Sales thereof at least 2 weeks prior to agreed delivery time.
- 5.4 The Supplier is responsible for the consequences of a delay, unless this has been separately agreed.
- 5.5 Should the Supplier fail to deliver on the date of delivery, Seafood Sales is entitled to terminate the Agreement and submit a claim for damages. Further, Seafood Sales is entitled to buy from other side, and any difference in purchase price and cost are subject to refund from the Supplier
- 5.6 Seafood Sales is entitled to reject damaged Products and packaging on the Suppliers account.

6. Terms of payment

- 6.1 Payment will be made according to the date stipulated in the order confirmation and to the account designated in the invoice.
- 6.2 The Supplier is not entitled hold back deliveries, should a dispute have arisen to previous deliveries. Should such a holdback in deliveries be imposed on Seafood Sales by the Supplier, Seafood

Sales is entitled to purchase adequately products from other side. Such purchase does not relieve the Supplier from his obligation to fulfil the contract in the first place, unless accepted by Seafood Sales. Any cost incurred on Seafood Sales in such matter, is the responsibility of the Supplier.

- 6.3 In case of breach on the part of the Supplier of one or more of its contractual obligations hereunder, including its obligations under clause 5, Seafood Sales is entitled to terminate the agreement, buy the product on the Supplier's account from any third party and/or submit a claim for damages. Seafood Sales is entitled to claim compensation for any loss suffered, including any indirect loss.

7. Force majeure

- 7.1 Seafood Sales is not liable in damages for any non-performance of its contractual obligations, provided Seafood Sales can substantiate that such non-performance is due to circumstances beyond its reasonable control, such as, but not limited to, situations of war, warlike events, fire, strikes, lockouts, bans on exports or imports, embargoes, production standstills, shortages of energy or transport facilities.

- 7.2 In case of a force majeure event, Seafood Sales is entitled to extend the time of delivery correspondingly or terminate the Agreement. As soon as any such hindrance has been removed, either Party is bound by the Agreement, unless previously terminated by Seafood Sales.

8. Duty to give notice and duty of inspection

- 8.1 The Supplier undertakes to inspect the product before and during loading to ensure that the goods are corresponding to the agreed specification, and that they are safely loaded onto the mean of transport.

9. Product liability

9.1 The Supplier guarantee to deliver products in according with the agreed product specification.

The Supplier is liable for personal injury or property damage caused by the products, provided such injury or damage is demonstrably due to a defect or neglect on the part of the Supplier, in a product delivered by The Supplier, and provided the said product is demonstrably defective, that the injury or damage is due to the said defect, and that there is a causal connection between the injury or damage and the defect concerned.

If Seafood Sales is held liable beyond the aforesaid liability, the Supplier shall indemnify Seafood Sales from and against any such liability. The Supplier undertakes to take out required product liability insurance covering any product liability that may be imposed on the Supplier by Seafood Sales.

10. Choice of law and venue

10.1 Any dispute arising out of or in connection with deliveries to Seafood Sales must be settled in accordance with Danish law in Denmark without regard to any principles of private international law specifying any other choice of law.

10.2 Any dispute arising out of or in connection with deliveries to Seafood Sales and/or disputes concerning the existence or validity of a contract must be brought before and finally settled by the ordinary Danish courts of law The proper venue is always Seafood Sales' registered office for the time being.

10.3 The right to actually decide, whether a dispute should be brought before the ordinary Danish courts of law or an established arbitration tribunal accrues to Seafood Sales.

