



General conditions Mar Seafood

Definitions

In these General Conditions, the terms below are used in the meaning as defined in the following, unless it is expressly indicated otherwise.

<i>General Conditions:</i>	The general conditions as stated in the following.
<i>Seller:</i>	Mar Seafood, registered at the Chamber of Commerce under number 64099377.
<i>Agreement:</i>	Every Agreement concluded between Seller and the Buyer.
<i>Product:</i>	All matters that are subject to the Agreement concluded between the Buyer and Seller.
<i>Buyer:</i>	The party that has accepted these General Conditions and has purchased the Product.

Article 1 Applicability

1. These General Conditions are applicable to every offer and Agreement as well as to the implementation thereof.
2. The possible applicability of General Conditions applied by the Buyer, whatever they are called, is expressly rejected and such are not applicable to the present Agreement.
3. Modifications to the Agreement concluded between the Seller and the Buyer and deviations from these General Conditions will only have force if they have been established between the Seller and the Buyer in writing.
4. If one or more provisions in these General Conditions were to become void or be annulled, the other provisions of these General Conditions remain fully applicable. In such case, Parties will enter into consultations so as to establish new provisions to substitute the void and/or annulled provisions, whereby to the extent possible the purpose and tenor of the original provision are observed.
5. Derogations to the Agreement and General Conditions are only valid if they have been expressly established in writing with Seller.
6. If Seller does not constantly demand the strict observance of these General Conditions, this does not mean that the provisions thereof are not applicable, or that Seller were to lose the right to any degree to demand the strict observance of the provisions of these conditions in other cases.

Article 2 Offers

1. If an offer has a limited term of validity or is made under conditions, it is expressly stated in the offer.
2. The offer and/or quotation is valid on condition of availability.
3. The offer contains a complete and precise description of the Products offered. If the Seller makes use of pictures, these are a faithful representation of the Products offered. Apparent mistakes or errors in the offer do not bind the Seller.
4. Seller cannot be held to his offers if the Buyer, by standards of reason and fairness and according to such convictions as are current in society, should have understood that the offer or a part thereof contains an apparent mistake or typing error.
5. A compound price quotation does not oblige Seller to deliver a part of the matters included in the offer against a corresponding part of the price quoted.
6. Offers do not automatically apply to future orders or backorders.

Article 3 Agreement

1. The Agreement is adopted through the timely acceptance by the Buyer of the offer of the Seller.



2. The Seller has the right to reject orders or to impose certain conditions on delivery and/or the Agreement.
3. Seller and the Buyer can terminate the Agreement at all times by mutual consent.

Article 4 Modification Agreement

1. If it turns out during the implementation of the Agreement that it is necessary for proper implementation to modify or supplement the Agreement, Seller accordingly informs the Buyer as soon as possible. Parties will then timely and in mutual consultation proceed with the modification of the Agreement.
2. If parties establish that the Agreement is modified or supplemented, the time of completion of the implementation thereof may be affected as a consequence. Seller will accordingly inform the Buyer as soon as possible.
3. If the modification of or the supplement to the Agreement will have financial, quantitative and/or qualitative effects, then Seller will inform the Buyer concerning beforehand.
4. If a fixed price was established, Seller will thereby indicate to what extent the modification or supplementation of the Agreement affects the price. Seller will thereby try, to the extent possible, to give a price quotation beforehand.
5. Seller will not be able to apply additional charges if the modification or supplementation is the result of circumstances that can be attributed to Seller.
6. Modifications to the Agreement originally concluded between the Buyer and Seller are only valid as from the moment that such modifications have been accepted by both parties by way of an additional or modified Agreement in writing.

Article 5 Implementation

1. Each order is prepared by the Seller with the greatest possible diligence and professional skill.
2. The Buyer timely provides all information or instructions that are necessary for the implementation of the Agreement or of which the Buyer should reasonably understand that that it is necessary for the implementation of the Agreement, to Seller.
3. If said information and instructions are not or not timely provided, then Seller has the right to suspend the implementation of the Agreement. The additional costs that are incurred due to the delay are borne by the Buyer.

Article 6 Suspension

1. If the Buyer does not, does not completely, or does not timely comply with an obligation from the Agreement, Seller has the right to suspend compliance with the obligation that is paired to it. In case of partial or improper compliance, suspension is only permitted to the extent the shortcoming justifies such.
2. In addition, Seller is authorized to suspend compliance with the obligations if:
 - after conclusion of the Agreement, circumstances have come to the knowledge of Seller that provide legitimate grounds to fear that the Buyer will not comply with the obligations;
 - the Buyer is requested upon conclusion of the Agreement to lodge security for the fulfillment of his obligations from the Agreement and such security fails to materialize or is insufficient;
 - circumstances occur that are of such a nature that the fulfillment of the Agreement is impossible or that the unaltered maintaining of the Agreement cannot reasonably be demanded of Seller.
3. Seller retains the right to claim compensation of damage.

Article 7 Price

1. All prices are listed in Euros, in accordance with the legal requirements concerning, and are inclusive of VAR and other government-imposed levies, unless indicated otherwise.
2. The prices are listed in Euros. The prices are exclusive of travel, accommodation, packaging, delivery, or shipping costs and administration costs, unless indicated otherwise.



3. For shipments abroad, a surcharge is applied.
4. For all additional costs, Seller will timely before conclusion of the Agreement provide a statement to the Buyer or provide information on the basis of which these costs can be calculated by the Buyer.
5. If Seller establishes a fixed price with the Buyer upon conclusion of the Agreement, Seller has the right to increase the price, even if the price originally was not indicated as subject to modification.
6. If Seller has the intention to change the price, he accordingly informs the Buyer as soon as possible.
7. Price increases within 3 months after the adoption of the Agreement are only permitted if they are the result of legal arrangements or provisions, if the price increase has as its cause an increase in the price of raw material, wages, etc., or is based on other grounds that could not reasonably be foreseen upon adoption of the Agreement.
8. Price increases as from 3 months after the adoption of the Agreement are only permitted if the Seller has stipulated this and they are the result of legal arrangements or provisions or the Buyer is authorized to cancel the Agreement against the day on which the price increase becomes effective.

Article 8 Delivery and delivery term

1. The place of delivery is the address that the Buyer has communicated to the Seller.
2. The Seller will observe the greatest possible diligence when receiving and implementing orders of Products.
3. The Buyer is obligated to accept the purchased matters at the moment when they are available for him or are handed over to him.
4. If the Buyer refuses to accept the matters at the place of delivery or is negligent with providing information or instructions that are necessary for delivery, the matters destined for delivery will be stored at the risk and expense of the Buyer. In such case, the Buyer will owe all additional costs.
5. The risk of damaging and/or getting lost or the reduction of value of Products until the moment of delivery to the Buyer lies with the Seller, unless expressly established otherwise. The risk passes at the moment when the Products are available to the Buyer or to a third party to be designated by the Buyer.
6. The Seller does his best to have the Products desired delivered and/or ready at the times indicated by the Buyer. If a term has been established or indicated for the delivery of the matter, then such term is merely indicative and can never be considered a strict time limit.
7. If Seller needs information or instructions from the Buyer that are required for delivery, the delivery time commences after the Buyer has provided such to Seller.
8. In case of the overrunning of the delivery term, the Buyer must declare the default of the Seller in writing, whereby Seller is offered a reasonable term to still deliver the matter.
9. A default notice is not required in case the delivery has become permanently impossible or it has otherwise turned out that Seller will not fulfill his obligations from the Agreement. If Seller does not proceed to deliver within this term, then the Buyer has the right to rescind the Agreement without judicial intervention and/or to demand compensation of damage.

Article 9 Payment

1. Payment takes place by way of a transfer to a bank account indicated by Seller at the time of the purchase or delivery, unless established otherwise. Transfer takes place by way of invoicing.
2. Payment must take place afterwards, after delivery of the Products, within the invoice term established.
3. Seller and the Buyer can establish that payment occurs in installments.
4. If payment in installments has been established, the Buyer must pay in accordance with the installments and percentages as established in the Agreement.
5. The Buyer is not authorized to deduct any amount from what is owed on account of a counterclaim presented by him.
6. Objections against the amount of the invoice do not suspend the payment obligation.
7. The Buyer is obliged to report inaccuracies in payment information provided or stated without delay to the Seller.



8. In case of non-payment of the Buyer, the Seller has the right, barring legal limitations, to bill such reasonable costs as are communicated beforehand to the Buyer and we are obliged to report this to our credit insurer COFACE.

Article 10 Liability and warranty

1. Seller is only liable for direct damage that has occurred as a result of the deliberate recklessness or willful intent of Seller. By direct damage must exclusively be understood:

- material damage to the property of the Buyer;
- reasonable costs that Buyer has incurred to determine the liability and (the extent of the direct) damage;
- reasonable costs that Buyer has reasonably incurred and reasonably could and was permitted to incur to prevent or mitigate the damage, to the extent Buyer proves that these costs have led to a mitigation of the direct damage;
- reasonable costs that Buyer has reasonably incurred to obtain satisfaction extrajudicially, as intended in article 6:96 section 2, sub c of the Civil Code (BW).

2. The Seller is never liable for any indirect damage of the Buyer or of third parties, also including consequential damage, business damage, damage due to delays, loss of profits or personal injury, or any (other) indirect damage, from any cause whatsoever and incurred by whomever.

3. Seller is not liable for damage, of whatever nature, because Seller based himself on incorrect and/or incomplete information provided to him by the Buyer, unless this incorrectness or incompleteness should have been knowable to Seller.

4. The limitations of liability included in this article do not apply if the damage can be blamed on the deliberate intent or gross fault of Seller or his managing subordinates.

5. If Seller were to be liable for any type of damage, then the liability of Seller is limited to the amount up to a maximum of one time the sum indicated in the invoice or up to the sum for which the insurance taken out by Seller grants entitlement, increased by the deductible that Seller bears in accordance with the insurance.

6. The Buyer must report the damage for which Seller may be held accountable as soon as possible, though in any event within ten days after the arising of the damage to Seller, all matters on pain of any right to compensation for this damage lapsing.

7. Any liability claim on Seller lapses within one year after the Buyer has become aware of the damage-causing fact or could reasonably have become aware of it.

8. If it has been demonstrated that the Products do not correspond with the Agreement, the Seller will replace the relevant Products within a reasonable term for their returning by new Products or otherwise refund the invoice value of the relevant Products.

9. The Seller guarantees that the Products are compliant with the Agreement, with the specifications indicated in the offer, with the reasonable requirements of usability and with such legal provisions and/or government regulations as are in existence on the date of adoption of the Agreement.

10. Any form of warranty lapses if a defect has occurred as a result of inexpert use or a lack of diligence, or if it is a result of modifications applied to the delivered matters by the Buyer or by third parties. Nor does Seller guarantee such damage as may have occurred as a result of these defects.

11. The warranty also lapses if the defect has occurred due to or as a result of circumstances on which Seller cannot exert any influence. Also included in such circumstances are matters such as weather conditions.

12. The Buyer safeguards the Seller against all third-party claims, on whatever account, in the matter of the compensation of damage and/or costs, caused by, or in any manner related to, the Products delivered by the Seller and/or the implementation of the Agreement.

Article 11 Retention of property



1. The delivered Products remain the property of the Seller until what the Seller owes pursuant to the Agreement has been properly complied with and has been settled in full.
2. Also included in what is owed is: the reimbursement of all costs and interest, also of earlier and later deliveries and services rendered, as well as damage claims on account of shortcomings in compliance.
3. As long as the property of the delivered matters has not passed to the Buyer, he may not resell whatever is subject to the retention of property, nor encumber such matters in any other manner, barring within the regular exercise of his/her business.

Article 12a Complaints mechanism

1. The Seller has a sufficiently publicized complaints mechanism and handles the complaint in accordance with this complaints mechanism.
2. Complaints about the implementation of the Agreement must be submitted within 10 days after the Buyer has identified the defects in their entirety and clearly described to the Seller.
3. If the Seller declares the complaint well-founded, then a solution will be discussed internally.
4. Return shipments by the Buyer are only permitted if the Seller has granted express prior permission for this in writing or by e-mail.

Article 12b Complaint/deviating prices

1. Acceptance of the Products by the Buyer with annotation on the packing and/or delivery slip counts as proof that the external condition, as well as the quantity of the Products, have been found to be in good order. Upon delivery, the Buyer must investigate whether the quality and quantity of the delivered matters corresponds with what was established, or at least correspond with the requirements that apply in regular trade.
2. Visible defects that regard the Products received must be reported within 24 hours after delivery of the relevant Products telephonically or by e-mail, specifying in detail the nature of and grounds for the complaints.
3. Non-visible defects that regard the Products received should be reported within 24 hours after discovery by phone or e-mail, specifying the nature of and grounds for the complaints in detail.
4. If the defects regard the invoices received, they must be communicated within eight days after invoice date, by phone or in writing.
5. Defects that reach the Seller after expiry of the terms stipulated above are no longer taken under advisement by the Seller.
6. The Buyer is obliged to provide the Seller with the opportunity to inspect the Products in order to determine the alleged reduced quality.
7. The costs of this inspection are borne by the Buyer if the result of the inspection is such that his complaint is unfounded.
8. The payment obligation is not suspended if the Buyer informs the Seller within the established term of the defective matter.
9. If a complaint is timely filed, the Buyer remains obliged to accept and pay the purchased matters, unless no independent value can be attributed to them.

Article 13 Force majeure

1. A shortcoming cannot be attributed to Seller or the Buyer where the shortcoming cannot be blamed on his fault, and is not his responsibility pursuant to the law, legal actions, or commonly held opinion. In this case, parties are not bound either to fulfill the obligations flowing from the Agreement.
2. By force majeure is intended, besides what is understood as such in the law and jurisprudence, all outside causes, foreseen or unforeseen, on which Seller cannot exert any influence and as a result of which Seller is not able to comply with the obligations.
3. Considered force majeure-causing circumstances are, e.g.: exclusion, fire, water damage, natural disasters or other calamities deriving externally, mobilization, war, traffic impediments, blockages, import or export restrictions or other government measures, stagnation or delays in the supply of raw material or machine components, as well as any circumstance impeding normal operations at the company as a result of which compliance with the Agreement may not reasonably be demanded by Seller from the Buyer.



4. Force majeure relieves the Seller from complying with the established term or from the implementation obligation, without the Buyer being able to bring to bear any right or compensation of damage in such account.

5. In case of long-term force majeure, the Seller will report such to the Buyer without delay, whereby the Buyer has the right for eight days after receipt of the notification to cancel the Agreement in writing, though with the obligation to compensate the Seller for the part of the Agreement that has already been implemented.

Article 14 Rescission

1. The Seller is authorized to rescind compliance with the obligations that flow from the Agreement if the Buyer does not, does not completely, or does not timely fulfill the obligations from the Agreement;

2. In addition, Seller is authorized to rescind the Agreement with immediate effect, if:

- after conclusion of the Agreement circumstances have come to the knowledge of Seller that provide legitimate grounds to fear that the Buyer will not fulfill the obligations;
- the Buyer is requested upon conclusion of the Agreement to lodge security for the fulfillment of his obligations and this security fails to materialize or is not sufficient.
- circumstances occur that are of such a nature that compliance with the Agreement is impossible or that the unaltered maintaining of the Agreement cannot reasonably be demanded from Seller;
- the Buyer is declared in a state of bankruptcy, files an application for the suspension of payments, requests the application of debt restructuring for natural persons, is confronted with an attachment on the whole or a part of his property;
- the Buyer is placed in receivership;
- the Buyer comes to pass away.

3. Rescission takes place by way of written notification, without judicial intervention.

If the Agreement is rescinded, the claims of Seller on the Buyer become immediately payable.

4. If the rescission is attributable to the Buyer, the Seller is entitled to the reimbursement of the damage, also including the costs that have occurred directly and indirectly as a result.

5. If the Buyer cancels the Agreement completely or partially, the Products that have already been delivered to the Buyer will be billed.

Article 15 Modification General Conditions

1. Seller has the right to modify these General Conditions unilaterally.

2. Modifications will also apply with regard to agreements already concluded.

3. Seller will inform the Buyer by e-mail of the modifications.

4. The modifications to the General Conditions will enter into effect after 30 days after the Buyer has been informed of the modifications.

5. If the Buyer does not accept the announced modifications, the Buyer has the right to rescind the Agreement.

Article 16 Applicable law and disputes

1. To these General Conditions and associated offers, orders, and Agreements with the Seller, Netherlands legislation is exclusively applicable.

2. The applicability of the Vienna commercial convention is excluded.

3. Any dispute flowing from the Agreement concluded between the Seller and the Buyer or from a further Agreement, also including the collection of receivables, can only be subjected to the judgment of the court of law competent in the Netherlands, such with the exception of those disputes that fall under the competence of the 'kanton' court of law.