

Terms and Conditions of Sales and Delivery

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1. Definitions. In these Conditions 'Company' can mean any one of the following companies; AquaPri Holding A/S, AquaPri Denmark A/S and AquaPri A/S. 'Buyer' means any company, firm, individual, club, association, council, local authority, water authority or agent thereof who accepts the Company's quotation for the Goods. 'Goods' means all types of live and dead fish, ancillary equipment and materials and/or services to be supplied by the Company. 'Conditions' means the terms and conditions set out in this document 'Contract' for the sale of goods. The headings in these Terms and Conditions of Sales and Delivery have been inserted for convenience only and shall not affect the interpretation of any provision of the Terms and Conditions of Sales and Delivery

2. Applicability of Conditions. These conditions shall apply to all Contracts for the supply of Goods by the Company and exclude any conditions and warranties referred to by the Buyer even if contained in any of the Buyer's documents which purport to provide that the Buyer's own terms shall prevail. In the event of conflict between these conditions of purchase and the Buyer these conditions shall prevail.

3. Quotations. No contract arises between the Company and the Buyer until the Company accepts the Buyer's order in writing. Such acceptance is subject to the availability of the proposed delivery date of fish of the required size and breed.

4. Representations. The terms of the Contract consist only of those contained in these Conditions and the Buyer shall not be entitled to rely on any other representations, statement or warranties whatsoever unless specifically confirmed by the Company in writing to the Buyer.

5. Prices. **a.** The price quoted by the Company in a quotation or on a price list is a fixed price and is not subject to variation. However, if delivery of the order or part thereof is delayed at the Buyer's request, the price or such proportion thereof as relates to the part delayed as aforesaid may be subject to variation. **b.** Prices do not include V.A.T. which will be chargeable at the rate in force at the date of dispatch and/or performance of services where appropriate.

6. Delivery. **a.** Delivery will be effected by the Company at the Buyer's premises or at such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises, on being placed into custody on the Buyer's behalf or on introduction into any water or storage/holding tank controlled by the buyer and should be insured accordingly. **b.** In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company, then the risk of loss or damage of any kind in/of the Goods shall pass to the Buyer on collection by or on behalf of the Buyer. **c.** Notwithstanding the method of delivery the Buyer shall carefully examine the Goods prior to their introduction into any water or storage/holding tank controlled by the Buyer. **d.** Any claim by the Buyer which is based on any defect in the quality or condition of the Goods must be notified to the Company immediately upon discovery of the said defect. The Company will not be liable for any shortages, non-delivery or damage to the Goods (even if caused by the Company's negligence) unless the same is notified in writing by the Buyer to the Seller (together with all relevant details) within 24 hours of the actual delivery. **e.** All Goods are delivered on the basis that the Buyer will undertake to obtain the necessary stocking consent for the introduction of the Goods from the relevant authorities prior to the delivery date.

7. Cancellation of Orders. Orders accepted by the Company in accordance with clause 3 cannot be cancelled.

8. Time for and Form of Delivery. The Company will use reasonable commercial endeavours to deliver the Goods and to perform services in accordance with any time stated in the Contract. The time of delivery or performances shall not be of the essence of the Contract and the Company shall not be liable for any loss or damage suffered by the Buyer as a result of any delay whether due to negligence by the Company, its servants, agents or otherwise howsoever.

9. Performance Prevented or Hindered. The Company shall not be liable for any delay or failure in carrying out its obligations which is caused wholly or partly by reason or act of God, delay in transportation, disease, infection, fire, flood, war, accident, Government action, inability to

obtain adequate labour, materials, energy or other cause beyond the Company's control or that of its servants and agents.

10. Payment. **a.** Unless expressly agreed in writing in advance payment shall be made in full on a cash on delivery (C.O.D.) basis.

b. Where credit has been agreed in writing payment shall be made in full by the agreed date and interest will accrue on any sum from the agreed date at the rate of 1½% above Abbey Business Bank base rate for the time being in force per month calculated on a daily basis but without prejudice to the Company's rights to receive payments on the agreed due date. **c.** Time of payment shall be of the essence and in the event of delay or default in any payment for more than 7 days, the Company shall be entitled to treat the Contract as repudiated and be indemnified by the Buyer for any loss thereby incurred.

11. Consequential damages/indirect losses The Company shall under no circumstances be liable towards the Buyer regarding any consequential damages or indirect loss(es) arising out of or in connection with a Contract regulated by these Terms and Conditions of Sale and Delivery. The limitation of the Company's responsibility shall include any loss or damage arising from delay, detention of the Goods, loss of/in production, time, profit, goodwill etc. as well as any such loss or claim by a third party.

The Company shall not be liable for any loss or damage that exceeds the Contract price. If the Contract concerns on-going deliveries or deliveries that for any reason are split up either by delivery time, packaging or in any other way, the Company shall not be liable for any loss or damage that exceeds the replacement price of the actual, individual delivery that the loss or damage is related to.

The Company shall not be liable for any loss or damage caused by fish disease or parasites that were not present in the indigenous population prior to the delivery of Goods to/in an environment such as, but not limited to, a water tank, storage etc., controlled by the Buyer or any third party assigned by the Buyer.

12. The product liability of the Company is subject to Danish Law

The Company is not liable for any loss or damage unless it is documented that the loss or damage has occurred due to gross negligence on the part of the Company or any person for whom the Company is responsible.

The Company is not liable for any loss of earnings or time, operating breakdown, loss of earnings, or any other indirect loss or damage as stated in Section 11 above unless it is documented that the loss or damage has occurred due to gross negligence on the part of the Company or any person for whom the Company is responsible.

If a third party should file claims against either the Company or the Buyer regarding product liability, the parties are required to inform the other party immediately in writing.

If the Buyer or the party to whom the Buyer has sold the Goods is covered by insurance, the liability of the Company is reduced only to cover if such insurance is not sufficient

13. Quality, Condition and Description of Goods. **a.** The Company will endeavour to take every care to supply Goods which are healthy and in good condition on delivery. **b.** Recommendations and advice given by the Company or its representatives as to the mode of managing, feeding or caring for the Goods are given without liability. **c.** Save as aforesaid all other conditions, guarantees or warranties either express or implied are hereby excluded.

14. Indemnity. The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person, company or property and against all actions, claims, demands or expenses in connection therewith for which the Company may become liable in respect of the Goods.

15. Law and Interpretations. The Contract shall be governed by Danish law.

16. Arbitration. All disputes shall be settled at the Copenhagen Maritime and Commercial Court (Sø- & Handelsretten).

17. Severance. In the event that any one or more of the provisions or part of one of the provisions of the Conditions of Sale shall be enforceable then notwithstanding this these Conditions shall remain in full force and effect and such term or provision shall be deemed severed