

## Terms and Conditions

### FOR SALE OF FRESH AND/OR FROZEN FISH

Coast Seafood AS Edition 2020 v 1.0

#### 1. General Introduction

- 1.1. This is a statement of the terms and conditions according to which Coast Seafood AS (hereinafter called "SELLER") will sell fresh and frozen fish of all categories.
- 1.2. These conditions apply to all offers, quotations, orders, agreements, services and all subsequent contracts of whatever nature, except where otherwise is expressly agreed in writing by SELLER.
- 1.3. General trading conditions of another party will not apply, unless expressly accepted in writing by SELLER.
- 1.4. In the case that, for whatever reason, one or more of the (sub)clauses of these general conditions are invalid, the other (sub) clauses hereof shall remain valid and be binding upon the parties.

#### 2. Definitions

- 2.1. Throughout this document the following definitions shall apply:
  - "Agreement" means the concluded terms for the sale/purchase of the GOODS.
  - "BUYER" means the buyer as appearing in the Order Confirmation or any party requesting offers or quotations for or ordering the GOODS and any party on whose behalf the said offers, quotations, orders and subsequent agreements or contracts have been made.
  - "GOODS" means fresh and/or frozen

fish as generally offered to the SELLERS's customers at the time and place of delivery and/or services connected thereto.

"GTC" means these General Terms and Conditions which shall govern the contractual regulations between the SELLER and the BUYER.

"Order Confirmation" means the written confirmation as issued by the SELLER and forwarded to the BUYER to conclude the conclusion of the negotiated sale/purchase of the GOODS. Order Confirmation can also be an invoice for the relevant purchase. In case of conflict between the Purchase Order and the Order Confirmation, unless the SELLER otherwise agrees in writing, the wording and content of the Order Confirmation is deemed contain the prevailing terms of the Agreement.

"Purchase Order" means the written request/requirement by the BUYER to the SELLER, for the supply of the GOODS.

"SELLER" means Coast Seafood AS: any office, branch office, affiliate or associate of the Coast Seafood AS; being the legal entity within Coast Seafood AS, whose name is included in the Order Confirmation, sent to the BUYER.

#### 3. Offers, Quotation and Prices

- 3.1. An Agreement shall only be concluded and binding on the SELLER when the

SELLER sends the Order Confirmation to the BUYER. Each Order Confirmation shall incorporate these GTC by reference, so that the GTC are considered a part of the Order Confirmation.

- 3.2. The SELLER's offer is based on the applicable taxes, duties, costs, charges and price level of components for the GOODS existing at the time of the conclusion of the Agreement. Any later or additional tax, assessment, duty or other charge of whatever nature and however named, or any increase of components for the GOODS or any additional costs borne by the SELLER whatsoever caused by any change in the SELLER's contemplated source of supply or otherwise, coming into existence after the Agreement has been concluded, shall be added to the agreed purchase price, provided that the SELLER shall give the BUYER prior notice of this effect within a reasonable time after the SELLER becoming aware of the relevant circumstances.
- 3.3. All prices are exclusive VAT, unless specifically stated otherwise.

#### **4. Specification (Quality, Quantity and Packaging)**

- 4.1. The quality and quantity shall be as agreed between the SELLER and the BUYER and correspond to the SELLER's Order Confirmation.
- 4.2. Furthermore, quality and packaging shall be in accordance to specifications for farmed Norwegian Atlantic Salmon, *Salmo Salar* and for farmed Norwegian Rainbow Trout, *Oncorhynchus Mykiss*, supplied by SELLER as described in attached documents – supplier version 2016, or as amended for time to time.
- 4.3. In respect of the quantity agreed upon the SELLER shall be at liberty to provide, and the BUYER shall accept a variation of 5% from the agreed quantity, with no other consequence than a similar variation to the corresponding invoice from the SELLER.

#### **5. Delivery**

- 5.1. The time of delivery, as given by the SELLER, has been given as an approximate time, unless it has been otherwise specifically agreed in writing between the parties.
- 5.2. The time of delivery will only be binding upon the SELLER when all information necessary for the SELLER to comply with its obligations hereunder, have been properly delivered to the Seller in reasonable time before the delivery.
- 5.3. The terms for the delivery of the GOODS shall be in appliance with INCOTERMS 2010 and stated in each Order Confirmation.
- 5.4. The time of delivery shall be agreed upon separately between parties. Up to three hour's deviation from agreed delivery time is not considered a delay. After three hour's delay BUYER can request SELLER to compensate for documented value loss identified as the cost for employees without raw material to produce. Compensation is limited upwards to total transport cost amount.

For freight by air – delay is considered more than 24 hours from agreed delivery time. BUYER will in such case check quality of the GOODS at arrival – and notify SELLER at once if any quality deviation.

- 5.5. BUYER is obligated to receive and store the GOODS in accordance with following demands for fresh and frozen products. Fresh products shall be stored in coolers with temperature range between 0 and 4 degrees Celsius. Frozen products are to be stored in freezing warehouse, with temperature below -18 degrees Celsius.

During unloading the products must not be exposed to high temperatures over a period that can reduce the quality or the shelf-life of the product.

#### **6. Title**

- 6.1. Title in and to the GOODS delivered and/or property rights in and to such GOODS shall remain vested in the SELLER until full payment has been received by the SELLER

of all amounts due in connection with the respective delivery.

- 6.2. In case of non or short payment for the GOODS by the BUYER, the SELLER is entitled to take back the GOODS without prior juridical intervention, without prejudice to all other rights or remedies available to the SELLER.
- 6.3. In the event that the GOODS have been mixed with other goods, the SELLER shall have the right of lien to such part of the mixed goods, as corresponds to the quantity or net value of the GOODS delivered.

## **7. Payment**

- 7.1. Payment shall be made by the BUYER as directed by the SELLER's invoice, within the period set out therein by SWIFT wire transfer.
- 7.2. Payment shall be made in full, in designated currency(ies) without set-off, counterclaim, deduction and/or discount free of bank charges to the bank account indicated by the SELLER on the respective invoice(s).
- 7.3. Notwithstanding any agreement to the contrary, payment will be due immediately in case of bankruptcy, liquidation or suspension of payment or comparable situation of the BUYER, or arrest of assets and/or claims of the BUYER, or in case of any other situation, which in the sole discretion of the SELLER, is considered to adversely affect the financial position of the BUYER.
- 7.4. Payment shall be deemed to have been made on the date of which the SELLER has received the full payment and such is available to the SELLER.
- 7.5. Any delay in payment of the full sum due shall entitle the SELLER to interest at, the rate of 1 (one) per cent per month (compounded monthly for each month [or part thereof], of non-payment) without prejudice to any rights or remedies available to the SELLER.
- 7.6. All costs borne by the SELLER in connection with the collection of overdue pay-

ments, whether made in or out of court and in general all costs in connection with breach of this Agreement by the BUYER, shall be for the sole account of the BUYER.

- 7.7. The SELLER shall be entitled to require the BUYER to provide the SELLER what the SELLER deems to be proper security for the performance of all of BUYER's obligations under the Agreement. Failing duly provision of such security upon SELLER's demand, the SELLER shall be entitled to stop any further execution of any agreement(s) between the parties until such time as the BUYER has provided the required security.

## **8. Claims**

- 8.1. Any claim in connection with the quantity of the GOODS delivered must be notified by the BUYER, to the SELLER immediately after completion of delivery in the form of a letter of protest and to be noted on the CMR. If the BUYER fails to present such immediate notice of protest to the SELLER, such claim shall be deemed to have been waived and shall be absolutely barred for all purposes.
- 8.2. Any and all claims concerning the quality of the fresh products delivered shall be submitted to the SELLER in writing within 48 (forty-eight) hours after delivery with a clear statement as to the nature or the claim(s) along with supporting documentation in support, failing any which any rights to complain or claim compensation of whatever nature shall be deemed to have been waived and absolutely barred for all purposes. Any claims concerning the quality of frozen products delivered shall be submitted to the SELLER in writing within 1 (one) week after reception.
- 8.3. Microbiological tests must be started within 24 hours upon reception on fresh products. Analysis on frozen products shall be completed within one week upon reception. Standard analysis, such as Listeria M, Total Counts and Coliforms shall not take more than 3 days from start of analysis to

- results is communicated to SELLER.
- 8.4. BUYER shall submit to SELLER in respect of a claim the following information:
- Invoice number of the claimed batch
  - Estimated quantity/percentage involved
  - Pictures of:
    - Label with producer number and date
    - Box with contents (representative appearance).
    - Product that shows reason of claim
- SELLER can in its reasonable discretion request additional information from BUYER in order to assess the claim.
- 8.5. The BUYER shall be obliged to make payment in full (ref Article 8.2 above) and fulfil all other obligations in accordance with the terms hereof, whether or not they have any claims or complaints. If BUYER submits a claim against SELLER with respect to the quality or quantity of the products supplied, the SELLER or the SELLER's nominated representative shall be entitled to inspect the products as the SELLER or SELLER's nominated representative may consider necessary for its investigations connected to the case. The BUYER shall allow this, and to provide full assistance and support in any such manner the SELLER or SELLER's nominated representative may require. Failure by BUYER to provide full cooperation shall constitute a waiver of the BUYER's claim.
- 8.6. SELLER shall issue a credit note to the BUYER corresponding to the value of missing quantity or defective products, when parties are in agreement regarding claims made. When claim is expected to exceed 5% of invoiced value, a solution must be agreed between parties prior to any further processing or re-sales.
- 8.7. In case of out graded GOODS that BUYER is not able to use for own purpose, BUYER will – if requested by SELLER, pack this volume per cooling and labelling procedure – making sure temperature is kept at the right level and ice amount is appropriate. Out graded GOODS picked up by SELLER will be invoiced from BUYER to SELLER at the same price and with same payment conditions as SELLER has invoiced BUYER. If GOODS are in EU – BUYER will invoice SELLER's daughter company Coast Denmark A/S.
- 8.8. In each and every case, any and all claims of the BUYER shall be time barred unless arbitration/legal proceedings have been commenced/issued at the competent tribunal/court set forth in Article 8 hereof and served within 6 (six) months from the date of delivery of the Bunkers, or the date that delivery should have commenced pursuant to the written Order Confirmation from the SELLER.
- 9. Liability**
- 9.1. Liabilities of the SELLER for consequential and/or liquidated damages including but not limited to loss of income or profit/earnings, are excluded. In any event and notwithstanding anything to the contrary herein, liability of the SELLER shall under no circumstances exceed the invoice value of the GOODS supplied under the relevant agreement.
- 9.2. The BUYER shall be liable towards the SELLER and herewith undertakes to indemnify the SELLER for any and all damages and/or costs suffered or otherwise incurred on the SELLER due to a breach of contract and/or fault or neglect of the BUYER.
- 9.3. SELLER declares and guarantees to have an insurance coverage for liability due to its products in the form of an insurance policy with a major insurance company. This insurance covers damage to things and persons caused by products subject of this Agreement.
- 10. Force Majeure**
- 10.1. Parties shall not be liable for any breach of Agreement due to an unforeseeable hindrance that cannot be avoided using reasonable means. Such events of Force Majeure may be, but is not limited to, Act of God, explosion, flood, fire or acci-

dent, war or threat of war, sabotage, civil disturbance, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes, severe epidemics such as Covid-19 virus outbreak, difficulties in obtaining raw materials or any other extraordinary events beyond the control of the PARTIES. In a Force Majeure matter PARTIES, will at once discuss if order should be cancelled or proceed as planned when Force Majeure situation is no longer pending.

- 10.2. Declaration of Force Majeure shall be given without unduly delay once such event(s) have come to the knowledge of the respective party declaring same.

## **11. Breach/Cancellation**

- 11.1. The SELLER shall have the option immediately to cancel the Agreement in full or in part, or to store or procure the storage of the GOODS, in whole or in part, for the account and risk of the BUYER and to charge the BUYER the expenses thereby incurred, or to hold the BUYER fully to the Agreement, or take any other measures which the SELLER deems appropriate, without prejudice to its rights of indemnification, without any liability on the side of the SELLER, in any one of (but not limited to) the following cases:
- a) when the BUYER, for whatever reason, wrongfully fails to accept the GOODS in part or in full at the place and time designated for delivery;
  - b) when the BUYER fails in part or in full to comply with its obligations to pay any amount due to the SELLER and/or provide security asset out herein;
  - c) when, before the date of delivery, it is apparent in the opinion of the SELLER that the financial position of the BUYER entails a risk to the SELLER;
  - d) when, in case of force majeure, the SELLER is of the opinion that the execution of the Agreement should be cancelled;

e) when Seller no cannot obtain, or continue to obtain credit insurance on deliveries to BUYER.

- 11.2. The SELLER may terminate any agreement with the BUYER in whole or in part, in its full discretion, upon the breach of any provisions hereof by the BUYER.

## **12. Governing Law and Dispute Resolution**

- 12.1. This Agreement shall be governed and construed in accordance with the laws of Norway.
- 12.2. All disputes arising in connection with this Agreement or any agreement relating hereto, save where the Seller decides otherwise in its sole discretion, shall be finally settled by arbitration in Bergen in accordance with the Norwegian Arbitration Act as in effect from time to time.
- 12.3. Any eventual National or International Laws or Regulations (CISG) being referred to by the BUYER in any event, shall be deemed not be valid in any respect, in whole or in part, but solely the articles related to Arbitration as stated elsewhere in this Article 12.
- 12.4. For the sole benefit of the SELLER it is further agreed that the SELLER without prejudice to any rights hereunder of the SELLER or any claim raised pursuant to Clause 12.2 above have the right to proceed against the BUYER, in such jurisdiction as the SELLER in its sole discretion sees fit inter alia for the purpose of securing payment of any amount due to the SELLER from the BUYER (pursuant to a payment guarantee). In such circumstances the proceedings shall be governed by the law (substantive and procedural) of such jurisdiction.

## **13. Duration of the agreement**

- 13.1. These terms and conditions shall be valid and binding for all offers, quotations, prices and deliveries made by the Coast Seafood AS, any associated company, representative or agent as of 1 March 2017, or at any later date.

**14. Confidentiality and previous agreement**

- 14.1. Content in this Agreement is confidential between parties. Signing of this Agreement cancel all previous purchase and sales agreement made between Parties. Content of this Agreement prevails to other agreements made between the Parties.

**15. Address of the SELLER**

- 15.1. Any communication to the SELLER shall be made to the following;

COAST SEAFOOD AS  
Måløy Brygge, 6700 Måløy, Norway  
P. O. Box 130, 6701 Måløy, Norway  
E- mail: sales@coast.no  
VAT number NO 971003936