

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (hereinafter: "GT&Cs") of Mowi Belgium NV

1. Taal, langue, language, Sprache

Nederlands: Deze AV zijn op eenvoudig verzoek beschikbaar in het Nederlands, Frans, Engels en Duits, en zijn tevens te consulteren op www.peters.be/nl/Verkoopsvoorwaarden in de vier voormelde talen. De Nederlandstalige versie van deze AV is de enige authentieke.

Français : Ces Conditions Générales de Vente et de Livraison (nommées ci- après "AV") sont disponibles sur simple demande en néerlandais, français, anglais et allemand, et peuvent aussi être consultées sur le site www.peters.be/fr/conditions_de_vente dans les quatre langues précitées. La version en néerlandais de ces AV est la seule version authentique.

English: These General Terms and Conditions of Sale and Delivery (hereinafter: "AV") are available on request in Dutch, French, English and German, and can also be consulted on www.peters.be/nl/Verkoopsvoorwaarden in the four aforementioned languages. Only the Dutch version of these AV is legal valid.

Deutsch: Diese Allgemeinen Verkaufs- und Lieferbedingungen (im Folgenden "AV") sind auf einfache Anfrage verfügbar in niederländischer, englischer, französischer und deutscher Sprache, und können auch auf www.peters.be/nl/Verkoopsvoorwaarden, eingesehen werden in die hier erwähnte Sprachen. Die niederländischsprachige Version dieser Allgemeinen Verkaufs- und Lieferbedingungen ist die einzige Originalversion.

2. Definitions

"Mowi": The public limited company Mowi Belgium (VAT BE 0426.019.644), having its registered office at Kolvestraat 4, B-8000 Bruges (Belgium).

"Customer": Every natural person or legal entity that purchases a product from and/or places an order with Mowi, as well as any party that purchases a product from and/or places an order with Mowi in the name or on behalf of another natural person or legal entity.

"New Customer": Any Customer that purchases a product from and/or places an order with Mowi for the first time.

"Perishable Products": All products that are not deep-frozen.

"Letter of Complaint": a validly signed letter addressed to Mowi, with a precise indication of the purchased products, a detailed statement of the complaint, the non-conformity and/or the defect, quoting the reference number of the following documents: the order of the Customer, any order confirmation from Mowi, the delivery note and the invoice.

3. Application of the GT&Cs and the applicable law

All commercial transactions between Mowi and the Client are exclusively governed by (in hierarchically decreasing order): (1) the special terms and conditions that are agreed in writing between the Customer and Mowi, either in a separate agreement or in a delivery note; (2) these GT&Cs; (3) Article 4-88 of the Vienna Sales Convention (CISG); (4) the Unidroit Principles; (5) Belgian law, except for Articles 1-3 and 89-101 of the Vienna Sales Convention (CISG).

These GT&Cs prevail over the general and/or other terms and conditions of the Customer, even if the Customer indicates that they are the only valid terms and conditions.

Mowi reserves the right to amend these GT&Cs at any time.

Any invalidity of one or more provisions of these GT&Cs does not affect the applicability of all the other provisions.

4. Offer, order, order confirmation and cancellation

An offer of Mowi involves no obligation/commitment by Mowi and can be withdrawn at any time.

The prices and delivery periods mentioned in the offer are purely indicative and do not in any way apply to any other orders.

Every order placed by the Customer is legally binding. In case of cancellation (by or chargeable to the Customer), the Customer will owe fixed compensation of 35% on the total invoice amount including VAT. This applies notwithstanding Mowi's right to prove higher damage.

Mowi is only bound by an order, if a person who is authorised to legally bind Mowi confirms this order in writing or electronically, or if Mowi commences the execution of this order.

Mowi is free to choose the parties with which it wishes to enter into an agreement and is entitled to evaluate the creditworthiness of a potential or existing Customer, before accepting the Customer's order.

If certain products are out of stock, Mowi will always be entitled (without there being any right of recourse against it): (1) to cancel the order and/or order confirmation in question; and/or (2) to replace the products that are out of stock with an equivalent. Any additional costs associated with this will be charged to the Customer.

5. Price and costs

All prices exclude VAT.

Mowi may always require an advance payment, can compel the Customer to comply with all payment obligations towards Mowi via a direct debit at a bank that Mowi recognises, is entitled to ask the Customer for a bank guarantee before accepting an order from the Customer and is entitled to require the prepayment of the entire invoice amount before accepting the Customer's order and/or delivering the purchased products. In case of any form of delay, Mowi will be entitled, at its discretion, to charge the Customer a fixed estimated surplus. Examples of delays include: the absence of the Customer when Mowi / the carrier wishes to deliver the goods or the failure of the Customer to comply with its contractual and other obligations, etc.

Mowi will be entitled in case of currency fluctuations, increases in material prices, prices of auxiliary materials and raw materials, wages, salaries, social security costs, government-imposed charges, levies and taxes, transport costs, import and export duties, insurance premiums, as well as any other increase in costs relating to its obligations towards the Customer, which arise between the order confirmation and the delivery of the purchased products, to increase the agreed price proportionally.

6. Delivery, risk and product characteristics

Unless otherwise agreed in a separate agreement or on the delivery note, all deliveries will take place according to Incoterm® CPT (Carriage Paid To). In this case, risk is transferred as soon as the goods are handed over to the first carrier at Kolvestraat 4, B-8000 Bruges (Belgium). As from this moment, the Customer bears the full responsibility and liability with regard to the purchased products, including in relation to constant cooling. The agreed place of delivery is stipulated in the order confirmation and on the delivery note.

The agreed terms and conditions of delivery are always interpreted in accordance with the most recent Incoterms®, at the moment that Mowi is bound by an order in accordance with Article 4 of these GT&Cs.

The agreed delivery period is always indicative. Mowi can never be obliged to pay any compensation or penalties because of a delay in the delivery, nor can this in any case constitute grounds for the cancellation of the order.

Alterations to the Customer's delivery/order automatically result in the initially stated delivery periods ceasing to apply. Any delivery that is not explicitly provided for in the Customer's order and/or Mowi's order confirmation is deemed to be an additional order at the Customer's request and is charged as such.

Mowi is entitled to deliver the purchased products in various batches.

The Customer is deemed to be aware of all characteristics of the purchased products and cannot derive any right from the information, samples or models that Mowi may provide at its own initiative or at the Customer's request.

If it is agreed that the Customer will collect the purchased products itself, the Customer should collect these products at its own expense and risk at the time and place designated by Mowi. If Perishable Products are not collected within six hours of the time stipulated by Mowi, the Customer's purchase will be regarded as cancelled and the Customer will owe fixed compensation of 35% on the total invoice amount including VAT. If non-Perishable Products are not collected within three working days of the time stipulated by Mowi, the Customer will owe fixed compensation for storage of 1% on the total invoice amount including VAT for each commenced week. If this period is exceeded by two weeks, Mowi will be entitled to declare the Customer's purchase cancelled, without any prior notice of default or judicial intervention, and the Customer will owe fixed compensation of 35% on the total invoice amount including VAT.

All payments and compensation included in this article apply notwithstanding Mowi's right to prove higher damage.

7. Acceptance, delivery and complaints

All complaints relating to visible defects and/or non-conforming deliveries, including short deliveries and damaged packaging, must be made in writing by formulating a reservation on the delivery note.

In case of Perishable Products, the Customer must carry out a thorough inspection with regard to the conformity of the delivery, as well as a thorough quality inspection of the supplied products, within six hours of these products being offered to the Customer at the agreed place of delivery.

In case of non-Perishable Products, this term is extended to 24 hours after these products are offered to the Customer at the agreed place of delivery.

The Customer must report any complaints and/or defects to Mowi by means of a Letter of Complaint within these periods (six hours for Perishable Products / 24 hours for non-Perishable Products), failing which the Customer will lose its right to rely on any defect and/or non-conformity.

The Customer will in any case lose the right to rely on any defect and/or non-conformity, as soon as the Customer and/or a third party uses, processes, repackages and/or resells the purchased products.

If a defect and/or non-conformity is reported to Mowi correctly and on time, Mowi will at its own option and discretion: (1) replace all or part of the non-conforming and/or defective products; or (2) credit the defective part to the price of the order confirmation and/or written delivery note. The Customer acknowledges that these measures each separately involve full and adequate compensation for any damage arising from non-conformity or a defect.

The Customer may not return products or proceed with a covering purchase in any case.

Mowi reserves the right to determine defects and examine the cause thereof itself, or to arrange for a representative to do so, on site.

Complaints (regardless of whether Mowi accepts them) do not release the Customer in any way from its payment obligations under Article 10.

The Customer is obliged to compensate the costs incurred as a result of unjustified complaints.

8. Liability

Mowi's liability is limited to the liability that is mandatorily imposed by law and is limited in each case to the respective invoice amount and the amount paid out by Mowi's civil liability insurance.

Mowi is not liable in any case for indirect damage (including loss of turnover and damage to image), the damage caused by the Customer and/or third parties, damage as a result of the incorrect use/processing of the purchased products or damage resulting from the failure of the Customer to comply with statutory and/or other obligations.

The Customer must fully indemnify, defend and hold Mowi harmless against all possible claims and proceedings arising from incorrect use/processing and/or as a result of the Customer's failure to comply with statutory and/or other obligations.

9. Force majeure and hardship

Mowi is not liable for any breach of its obligations caused by force majeure and/or hardship in the broadest sense of both legal terms, including but not limited to: social unrest, traffic jams, weather conditions, technical defects, fire, shortage of raw materials, price fluctuations, etc.

In case of force majeure and/or hardship, Mowi may, notwithstanding the last paragraph of Article 5 of these GT&Cs, at its own option and discretion: (1) temporarily suspend the performance of its obligations; (2) terminate the agreement with the Customer; (3) invite the Customer to negotiate new and adjusted terms and conditions.

10. Invoicing and payment

Complaints relating to invoices must be communicated to Mowi within three working days of receipt of the invoices by means of a registered Letter of Complaint.

Unless otherwise stipulated on the invoice, all invoices are payable net within 30 days of the invoice date at Mowi's registered office.

New Customers are obliged to pay all deliveries that are made within four weeks of the first delivery in cash on delivery.

If payment is not made, or is not made in full, on the due date of one of the invoices, the following rules will apply by operation of law, without any prior notice of default and notwithstanding Mowi's right to prove higher damage:

- an interest rate of 10% that is capitalised annually, and for which purpose each month that has commenced will be regarded as a full month;
- the Customer will owe fixed compensation, equal to 10% of the invoice amount, subject to a minimum of EUR 375;
- all invoices, including those that have not yet fallen due, will become immediately due and payable;
- Mowi will be entitled in respect of the relevant order and/or one or more other orders: (1) to make execution or further execution thereof dependent on the prior payment of the total invoice amount, (2) to suspend execution or further execution thereof, and/or (3) to terminate them out of court.

The same rule applies in case of an impending bankruptcy/liquidation, judicial termination or termination by agreement, the application of the Belgian Act of 31 January 2009 on the continuity of enterprises, long-term arrears in payment or any other fact resulting in Mowi reasonably losing trust in the Customer's creditworthiness.

No discounts are given for cash payments, other than with Mowi's express and written consent. The Customer may not make payments to intermediaries. Only receipts signed by people who are authorised to legally bind Mowi are valid.

By making full or partial payment of an invoice, the Customer acknowledges approving and accepting this invoice.

A full or partial payment is always accepted under the reservation of all rights, and is applied as follows: (1) collection costs; (2) compensation; (3) interest; (4) principal sums.

The entry of an invoice in Mowi's register of outgoing invoices serves as a presumption of this invoice having been sent and received.

11. Retention of title

All sold products remain the property of Mowi until the principal sum, any interest, costs and fixed or other compensation have been paid in full.

If the Customer resells sold products before the aforementioned amounts have been fully and correctly paid, the aforementioned right automatically passes to the resultant selling price.

If payment is not made, or is not made in full, on the due date of one of the invoices, Mowi will be entitled by operation of law and without any prior notice of default to reclaim the products that have already been delivered from the Customer. On receipt of the products by Mowi, and insofar as these goods are found to be in a good condition (the correct cooling of these products will be evaluated, among other things, for this purpose), the amounts already paid will be refunded to the Customer, after the deduction of: (1) the loss of profits, at a fixed estimate of 15% of the total invoice amount including VAT; and (2) fixed compensation of 5% on the total invoice amount including VAT, for the additional management and administration costs. This all applies notwithstanding Mowi's right to prove higher damage.

12. Set off

In accordance with the Belgian Financial Securities Act of 15 December 2004, Mowi and the Customer will set off and settle all currently existing and future debts towards each other automatically and by operation of law. This means that the largest debt on balance always remains in the permanent relationship between them.

This set off will be enforceable in any case against the receiver/liquidator and the remaining general body of creditors and no objection can thus be made against it.

13. Forfeiture of rights

The failure or repeated failure by Mowi to apply any right can only be regarded as the tolerance of a specific situation and does not lead to the forfeiture of rights.

14. Competent court

All disputes between Mowi and the Customer fall under the exclusive jurisdiction of the Bruges district courts.