

GENERAL TERMS OF SALE

1. In order to commit our firm every order must be confirmed with signature and company stamp.
2. We take all useful steps in order to respect the terms of delivery and we do not accept any penalty of delay or cancellation of shipment.
3. A delay in the delivery may not in any case lead to a cancellation of the order. Force majeure and breakdown, of whatever nature or cause they may be, which would occur at the seller's place and which would considerably modify all circumstances in which the contract has been concluded, entitle the seller to extend the delivery term and to, if need be, terminate the contract. In this case, the buyer cannot claim compensation.
4. The goods are dispatched at the own risks of the consignee.
5. The purchaser will submit the goods to a control, immediately after he has received them. The cold chain may never be interrupted, as well on penalty of lapse of complaint. A complaint will only be admissible when it is formulated in writing:
 - Concerning frozen sea food, at the latest 10 days after delivery and in any case before manufacturing or processing or before resale of the goods.

At the expiry of this period, all eventual complaints will be refused for reason of "out of time" and "unfounded", without the buyer being entitled to compensation.

6. The products delivered by the seller are natural products. This explains why no absolute guarantee can be given regarding their composition or structure.

What we can guarantee however, is the maximal care, which has been given to it. Without giving occasion to certain rights though, the seller wants to draw the buyer's attention to the fact that his company has been approved as far as all European and national regulations are concerned which are currently applicable and that it disposes of a certified quality control system.

The buyer is prohibited from:

- Presenting the product in a different way or attributing characteristics, other than have been given by the seller already, before any manufacturing or processing.
- Putting into circulation any label/tag already applied by the seller.

The seller has to meet all safety requirements, freshness regulations, directions for use and alerts, which have been communicated by the seller on each document or labeling, and may not communicate nor hand them to third parties.

7. All the invoices are to be paid in to the account number mentioned on the invoice.
8. Our agents or representatives do not have authority to collect the amount of the invoice except explicit stipulation.
9. The risk of change is chargeable to be buyer.
10. In the absence of any express written provision to the contrary, all invoices are payable 30 days after invoice date.
11. Any amount unpaid on the due date shall, automatically and without prior notice, bear interest at a rate 2 % on top of the current Euribor rate, with a minimum interest rate of 8 %.
12. Should the buyer fail to honor his engagements, we may consider the contract cancelled and a letter sent by recorded delivery by us to the buyer shall be evidence of our exercise of this right. Such action shall not in any way limit or prejudice our other rights.
13. If in our opinion, there is deterioration in the creditworthiness of the buyer on account of measures of judicial execution against the buyer and/or other negative demonstrable events, we reserve the right to suspend all or part of any contracts in operation and to ask the buyer to provide such guarantees as we may deem proper to ensure the fulfillment by the buyer of his engagements under the contract. Such request may be made before or after the delivery of all or part of any order.

Should the buyer fail to meet any reasonable demand for such a guarantee, we shall have the right to cancel all or part of any contracts in operation.

Such actions shall not in any way limit or prejudice our other rights for damages and interests.

14. Until payment has been fully done the goods shall remain our property.

Notwithstanding the foregoing, the risk in the goods and all liability to third parties in respect thereof shall pass to the buyer on delivery.

The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourselves the legal en equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment will have been made to us for the goods.

The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by us, allow us to conduct in the buyer's name legal proceeding in respect of the monies due on the sale of the goods. Any sums recovered by us a result of such proceedings (including sums accepted by us in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us in the course of such proceedings. Any balance remaining shall be paid to the buyer.

Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove obliterate or in any manner after any label, mark or other means we may have of identifying the goods.

15. The conditions of this contract shall not be modified in any way by the drawing or acceptance of a bill of exchange or by any other arrangement, nor shall any such act constitute a novation.

16. Disputes arising out of this contract shall be referred to the Courts of Antwerp or, at our discretion, to the Courts having jurisdiction at the buyer's domicile.

17. This agreement is governed by Belgian Law for disputes that could arise directly or indirectly.