



De Stek 9
1771 SP Wieringerwerf
The Netherlands

T. +31(0)227-20 10 21
E. info@aquafarming.solutions
W. www.aquafarming.solutions

CoC: 68095457
VAT: NL857299384B01
IBAN: NL24RABO0316727806

General terms and conditions of sale and delivery

For the private owned company with limited responsibility AQUA FARMING SOLUTIONS B.V., by law established in Hollands Kroon, with office space in 1771 SP Wieringerwerf, De Stek 9.

Article 1. Validity of these terms and conditions

These terms and conditions are valid for every offer and/or every agreement between Aqua Farming Solutions B.V., hereinafter referred to as "AFS", and customers who have been informed about the terms and conditions, as long as none of the parties have denied in writing the validity of the terms. If one or more articles are regarded as invalid, the remaining articles remain valid.

Article 2. Offers and agreements

1. All offers are without obligations, unless otherwise explicitly agreed upon in writing. AFS has the right to withdraw any given offer within two working days after acceptance.
2. Agreements are valid only upon written confirmation from AFS to the customer; this also concerns agreements made through an intermediary.

Article 3. Delivery

The customer is obligated to accept the products when these are delivered to him, or when the products are made available to him according to the agreement. If the customer refuses to do so, or is late with passing on information or instructions essential for the delivery, the products will be stored at the customer's risk. The customer will in this case be responsible for all possible costs in this connection, and at least the storage costs.

Article 4. Delivery time

Any dates quoted for delivery are approximate only, unless otherwise has been agreed upon. If otherwise has been agreed upon, and AFS do not deliver on time, the customer is obligated to hold AFS liable in writing.

Article 5. Back orders / partial deliveries

AFS has the right to deliver partially. This does not apply if the partial delivery has no independent value. If the products are delivered partially, AFS has the right to invoice each delivery independently.

Article 6. Technical requirements etc.

If the products are to be used outside the Netherlands, AFS is responsible for that the delivered products are in accordance with the technical requirements and/or standards that are demanded by laws or regulations in the country where the products are to be used, if the information regarding use in another country has been given upon finalizing the contract. All other technical requirements the customer has regarding the to-be-delivered products and which differ from the normal standards, must be explicitly informed upon the finalizing of the contract.

Article 7. Changes

AFS has the right to deliver products that differs from the products described in the sales contract: If AFS uses this right, and delivers a product that substantially differs from the product agreed upon, the customer has the right to annul the contract. The customer has the right to do so within 14 days after delivery date, or when he should have noticed the substantial differences.



De Stek 9
1771 SP Wieringerwerf
The Netherlands

T. +31(0)227-20 10 21
E. info@aquafarming.solutions
W. www.aquafarming.solutions

CoC: 68095457
VAT: NL857299384B01
IBAN: NL24RAB00316727806

Article 8. Termination of the contract

1. AFS' claims towards the customer are immediately effective in case of the following circumstances:

- if after finalizing the agreement, AFS receives information that gives AFS reason to believe that the customer will not fulfil his obligations
- if AFS has asked the customer for security for the order when finalizing the contract, and security has not been given or is unsatisfactory. In case of the above mentioned circumstances, AFS has the right to delay further execution of the agreement, as well as annul the agreement. This does not effect AFS' rights for compensation.

2. In case of unexpected circumstances having influence on persons and/or materials used or planned used by AFS when carrying out the agreement, and if the unexpected circumstances are of such kind that it makes the execution impossible or utterly difficult, and/or leads to such costs that the carrying out of the agreement cannot be reasonably defended, AFS has the right to annul the agreement.

Article 9. Warranties

1. AFS is not responsible for production faults concerning the delivered goods.
2. AFS delivers goods with normal factory warranties and the production units are thus responsible in all cases.

Article 10. Ownership

1. Products delivered by AFS remains property of AFS until the customer has fulfilled all responsibilities regarding all final contracts and agreements with AFS:

- any in return commitments with reference to delivered products or products to be delivered
- potential claims due to the customer not having fulfilled his commitments according to the agreement

2. Products delivered by AFS falling under 10.1, can only be re-sold within a framework of a normal company management. The customer does not hold any authority to pawn or to establish any rights on the products.

3. In case the customer does not live up to his responsibilities or there is a reasonable doubt regarding whether or not he will do so, AFS has the right to remove or have removed products falling under article 10.1, from either the buyer or any third party holding the products in stock. The customer is legally bound to fully co-operate under penalty of a daily fine of 10% of the amount still to be paid

4. If a third party wants to establish any rights on the under the rights of ownership delivered goods, the buyer is legally bound to inform AFS as soon as in fairness can be expected.

5. The customer is obliged to:

- insure and to keep insured the under the rights of ownership delivered good against fire-, explosion-, and water damage and against theft and to hand over the insurance policy for inspection if requested to do so.

- to pawn all claims from the customer to the insures in connection to the under the rights of ownership delivered goods, to AFS in the way that is prescribed in art. 3:239 BW.

- to pawn the demands that the customer gets towards his buyers from reselling under the rights of ownership delivered goods by AFS, to AFS in the way that is prescribed in art. 3: 239 BW.

- to mark all under the rights of ownership delivered goods as AFS property.

- to lend cooperation in other ways to all reasonable measures that AFS will take safeguarding her rights of ownership in connection with the goods and which do not unreasonably harm the customer in the normal practise of his company.

Article 11. Complaints

1. The customer needs to (let) check the purchased goods up on delivery or as soon as possible after the delivery. The customer has to check if the delivered goods answers to the agreed upon, namely:

- if the correct goods have been delivered

- if the delivered goods answer to the agreed upon quantity

- if the delivered goods meet the agreed upon quality requirements or -if these are lacking- if they do meet the demands one may have for normal use and/or commercial purpose

2. If visible faults or shortages are established the customer has to inform AFS within 8 days after delivery.



De Stek 9
1771 SP Wieringerwerf
The Netherlands

T. +31(0)227-20 10 21
E. info@aquafarming.solutions
W. www.aquafarming.solutions

CoC: 68095457
VAT: NL857299384B01
IBAN: NL24RABO0316727806

3. Non visible faults have to be informed in writing within 8 days to AFS, after the establishing of the faults, yet at the very latest within the given factory guarantee.

4. Also when the customer complains in time, his obligation to payment and the purchase of the ordered goods stays valid. Goods can only be returned to AFS after the foregoing permission in writing.

Article 12. Price increase

If AFS has a special price agreement with a customer, AFS nevertheless has the right to raise her prices, and has the right to charge the prices according to her valid pricelist upon delivery. If the price increase is more than 10%, the customer has the right to annul / disband the agreement.

Article 13. Payment

1. Unless otherwise expressly stated payment for the goods is due no later than 30 days after invoice date: -by legal currency to AFS- by transferring the due amount to the informed account numbers in property of AFS. If full payment is not made by the due date, the buyer will automatically be in omission, and will be charged with an extra 1% interest per month, based on the amount he has to pay.
2. In case of liquidation, bankruptcy, delay of payment from the customer, the obligations will be immediate effective.
3. Payment should be made without discounts or settlement.
4. Payment made by customer will first serve to settle all unpaid interest and costs, and then to settle the oldest invoice due, even if the customer states that payment is meant for a later invoice.

Article 15. Collection costs

1. If the customer is inadequately or neglectful in carrying out his obligations, all reasonable extra costs for collecting the payment will be for the customers account. The minimum costs will be;

-Up till € 2.950,-	15%
-From above amount and up till € 5.900,-	10%
-From above amount and up till € 14.750,-	8%
-From above amount and up till € 58.990,-	5%
-From above amount and up	3%

If AFS can document higher costs made in connection with collecting the money, which were necessary and also reasonable, these costs will also be for the customers account.

2. All judicial and extrajudicial collection costs that AFS makes, are all to be paid by customer. This is applicable only in case of a legal process.

Article 16. Liability

AFS is to the customer only liable:

1. For damage due to shortcomings in the delivered goods concerns only the liability as settled in article 9 of these General Terms and Conditions,
2. AFS is liable if damage has been caused by intention or crude guilt of AFS or her executive inferiors.
3. The liability of AFS is limited to the amount stated by the insurance, as far as the liability is covered by the insurance.
4. If the insurance in any case does not cover or does not proceed with payment, the liability will be limited to the invoice amount or if no invoice is existing the value of the agreed upon achievement.

Article 17. Force Majeure

1. Under force majeure is to be understood: Circumstances that will unable the fulfilment of the agreement, which are not ascribable to AFS. Among these the following will be included (if and as far as these circumstances make the fulfilment impossible or unreasonably complicated): strikes in other companies than AFS, wild strikes or political strikes; general shortage or lack of necessary raw materials and other goods or services that are necessary to reach the agreed upon performance; not foreseen stagnation in connection with suppliers or other third parties who AFS is depending on and general problems in transport.

2. AFS also has the right to refer to force majeure if circumstances that unable the fulfilment occur after AFS should have met her obligations.



De Stek 9
1771 SP Wieringerwerf
The Netherlands

T. +31(0)227-20 10 21
E. info@aquafarming.solutions
W. www.aquafarming.solutions

CoC: 68095457
VAT: NL857299384B01
IBAN: NL24RABO0316727806

3. During the period of force majeure the deliveries and other obligations of AFS will be postponed. If this period due to force majeure which in AFS is not able to meet her obligations, lasts longer than 3 months, both parties are entitled to annul the agreement, without any obligations with regards to compensation.

4. If AFS in the beginning of the period of force majeure already partially has fulfilled her obligations, or is able to fulfil her obligations only partially, AFS has the right to invoice the partially delivered goods, or the goods that are to be partially delivered, and is the customer obligated to regard this invoice as a separate contract. This does not apply if the partial delivery has no independent value.

Article 18. Disputes

As a deviation from the statutory rules for the authorities of the civil court, all disputes between the customer and AFS, as long as the court has the necessary authorities, will be settled by the Civil Court in Alkmaar. Nevertheless AFS has the authority to summon the buyer to an according to the law or the applicable international treaty qualified court.

Article 19. Applicable law

All relationships between AFS and the customer will be governed by Dutch law.

Article 20. Changes in the General terms and conditions

AFS has the right to change the General terms and conditions. The changes will come into force on the announced time of commencement. AFS will send the renewed terms and conditions to the customers in time. If no time of commencement has been announced to the customer, the changes will come into force as soon as the customer has received the announcement.

Article 21. Translations

In case of conflict between a translation and the Dutch version of these terms and conditions, the Dutch text shall prevail.