

General Terms and Conditions of Visveiling Urk and Harlingen *(effective from January 1, 2018)*

These general terms and conditions apply to all legal acts performed by Visveiling Urk and Harlingen

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1. Definitions

In these general terms and conditions, the following definitions apply unless expressly stated otherwise:

Supplier: The (legal) person who, in any manner, offers Fish for sale through the Fish Auction.

Striking the clock: The sale of Fish through the intermediation of the Fish Auction on the auction, using an auction system.

Auctioneer: The employee of the Fish Auction responsible for striking off the Fish during an auction organized by the Fish Auction.

Mediation: All factual actions and legal acts of the Fish Auction aimed at concluding one or more purchase agreements between Suppliers and Buyers.

Settlement Amount: The sale proceeds of the sold Fish, reduced by levies, taxes, and costs (including, but not limited to, grading fees and auction fees) charged on the basis of these general terms and conditions, and credited to the Supplier as shown on the **Settlement Statement**.

Settlement Statement: The specification of the Settlement Amount issued by the Fish Auction.

Representative: A Buyer acting under power of attorney who purchases in their own name but on behalf of another Buyer.

Director: The person who, pursuant to the internal organization of the Fish Auction, is appointed as such.

Buyer: The (legal) person who purchases (or indicates a willingness to purchase) Fish through the Mediation of the Fish Auction.

Withholding from Sale: The action of (causing) the sale of a particular batch of Fish to be halted by a Supplier.

Withholding Price: The minimum price set by a Supplier or a producers' organization at which Fish may be sold.

Period Price: The average sale price of a particular type of Fish of a certain quality, calculated over all sales via the Fish Auction of that type of Fish during one week.

Inspection: The possibility to inspect the Fish before it is auctioned at the Fish Auction.

Grading: Sorting Fish into fish boxes according to the applicable rules or established practice, separating them into classes, species, and sizes, or by weight.

Fish Graders: The individuals or legal entities designated by the Director of the Fish Auction who are engaged in grading activities.

Sample: The quantity of (packaged) Fish determined by the Fish Auction.

Strategic Bidding Behaviour: Any coordinated behaviour or agreement between Buyers that distorts fair competition.

List of Rates: The periodically updated list of fees charged by the Fish Auction for Mediation and/or other services provided by the Fish Auction.

Remote Buying System: The electronic system that allows a Buyer to conclude a purchase agreement remotely during an Auction without being physically present.

Auction: The regular event organized by the Fish Auction at which Fish is struck off and sold.

Sale: The sale of Fish by Suppliers to Buyers through the Mediation of the Fish Auction.

Carrier: The (legal) person who, with or without mediation by the Fish Auction, transports Fish from the Supplier to the Fish Auction.

Fish: All fish and fish products, crustaceans, and shellfish.

Fish Auction (Visveiling): Visveiling Urk and Harlingen and/or its subsidiaries or sister companies that mediate in the sale of Fish.

Working Days: The days on which, according to the internal organization, the Fish Auction is open.

2. General

2.1 These terms and conditions apply to all legal relationships between Suppliers and Buyers with the Fish Auction concerning the Sale of Fish, and also apply among the parties involved in the Sale of Fish, including the Fish Graders.

2.2 The List of Rates in effect at any time is deemed to form part of these general terms and conditions.

2.3 Deviations from these general terms and conditions and/or the current List of Rates can only be demonstrated if they have been agreed in writing. This is an evidentiary agreement.

2.4 By using the services of the Fish Auction, these general terms and conditions are deemed to have been accepted without reservation.

2.5 The purpose of the Fish Auction is to mediate in concluding purchase agreements between Suppliers and Buyers of Fish, as well as to perform, for the account of the Supplier and/or Buyer, all related actions.

2.6 The Fish Auction, Suppliers, Carriers, Buyers, Fish Graders, and all other persons working in or with the Fish Auction are obliged to strictly comply with all applicable laws and regulations. Furthermore, these persons are bound by all instructions issued by the Fish Auction.

2.7 These general terms and conditions and the List of Rates are available for inspection in the buildings of the Fish Auction and are published on the Fish Auction's website. Upon request, the Fish Auction will send a digital copy of one or more of these documents by email free of charge.

3. Director and Staff

3.1 The policy and organization of the Fish Auction are determined by the body designated as such and/or registered in the relevant registers of the Chamber of Commerce.

3.2 The daily and general management of the Fish Auction is in the hands of the Director.

3.3 In the absence of the Director, he shall be replaced by his deputy, designated according to the internal organization of the Fish Auction, who shall have all the powers of the Director under these general terms and conditions during such replacement.

3.4 The Fish Auction is authorized to establish additional rules, for example by adopting internal regulations and a hygiene code.

4. Opening Hours

4.1 The opening hours of the Fish Auction and the times at which Fish is sold are determined by the Director.

4.2 The Fish Auction is closed on Sundays, New Year's Day, Ascension Day, Easter Monday, Whit Monday (Pentecost Monday), Christmas Day, Boxing Day, and on national (and local) special (public) holidays, as determined by the Director. Nonetheless, the Fish Auction is authorized to deviate from the usual opening hours.

5. Rights and Obligations of the Supplier

5.1 Notwithstanding the rights and obligations arising for the Supplier from other provisions of these general terms and conditions or from regulations set by the competent (government) authorities, the provisions of this article shall also apply.

5.2 The Supplier is obliged, in a manner determined by the Fish Auction, to notify the Fish Auction of his intention to offer Fish for sale and in what manner he wishes to do so. Depending on the chosen method of sale, different registration procedures may apply. These will be established and announced by the Fish Auction from time to time.

5.3 By the mere fact of delivering Fish to the Fish Auction, the Supplier is deemed to have given the Fish Auction the assignment to sell that Fish. Without the Director's permission, it is prohibited to remove from the auction any Fish offered for sale in whole or in part.

5.4 The Fish Auction is authorized to impose additional requirements regarding the manner of delivery and/or packaging (including fish boxes in which Fish is delivered).

5.5 The Supplier is obliged to properly identify the Fish he delivers, as prescribed by the applicable regulations of the competent authority and/or as required by the Fish Auction.

5.6 The Supplier shall ensure, at his own expense and risk, that the Fish is brought to the unloading point of the Fish Auction. The Supplier is responsible and liable for the Fish delivered by or on his behalf at the Fish Auction until it has been (handed over) delivered to the Buyer.

5.7 Should the Supplier and the Fish Auction have entered into an agreement for the storage of Fish, the responsibility for proper storage lies with the Fish Auction, departing from the previous paragraph.

5.8 The Fish Auction is obliged, during its opening hours, to (have) unload the properly registered and delivered Fish immediately, and to ensure appropriate storage until the time of delivery to the Buyer.

5.9 The Fish Auction is not obliged to unload and/or store any Fish that does not meet the rules set by the Fish Auction and the competent (government) authorities, or if there is reasonable doubt thereof.

In such a case, the Supplier must prove to the satisfaction of the Fish Auction that all regulations have indeed been complied with.

5.10 By merely delivering Fish to the Fish Auction, the Supplier is deemed to have given permission to have the delivered Fish graded by the Fish Graders, unless the Fish has been delivered in compliance with the applicable grading rules (and this was reported before delivery) or if no grading has been agreed.

6. Rights and Obligations of the Buyer

6.1 Notwithstanding the rights and obligations arising for the Buyer from other provisions of these general terms and conditions or from regulations set by the competent (government) authorities, the provisions of this article shall also apply.

6.2 The Fish Auction decides whether a Buyer is permitted to purchase Fish through the Fish Auction. A party is admitted as a Buyer only if:

(a) In the opinion of the Fish Auction, a satisfactory bank guarantee payable on demand has been issued for the benefit of the Fish Auction as security for the Buyer's obligations. This bank guarantee must at least cover the sum of the maximum debit balance the Buyer may have with the Fish Auction at any given time, and must be issued by a bank recognized in the Netherlands.

(b) If no bank guarantee has been provided, the Buyer has provided some other form of security deemed sufficient by the Fish Auction.

(c) The Buyer is registered with the Chamber of Commerce and has submitted an original excerpt of this registration. Foreign (legal) persons may provide an original excerpt from a comparable foreign register.

(d) The Buyer is familiar with the operation of the relevant (electronic) auction/purchase system.

6.3 The Fish Auction is authorized to demand additional security for the payment due if it believes that the security provided under the previous paragraph has become insufficient.

6.4 The Fish Auction is authorized to refuse the Buyer permission to make (further) purchases at the Auction, via the Remote Buying System, ("stop on purchases"), or deny access to the auction or the remote electronic purchasing systems if the Buyer fails to meet his obligations.

6.5 The Buyer acknowledges and agrees that the purchase sums owed by the Buyer to the Supplier will be collected by the Fish Auction on behalf of the Supplier. Payment to the Fish Auction shall be made in the manner determined by the Fish Auction.

6.6 The Buyer is entitled to be represented by a Representative at the Auction when concluding a purchase agreement, provided this authorization is documented in writing in a manner required by the Fish Auction, and this authorization has been received by the Fish Auction before the start of the auction. The authorization remains valid until the Buyer notifies the Fish Auction in writing that it has been revoked.

6.7 The Representative is always liable to the Fish Auction for the scope of his authority and representation, even if the written authorization as referred to above is lacking.

6.8 The Buyer must follow all instructions given by the Fish Auction staff. The Buyer accepts that decisions made by or on behalf of the Director are binding.

7. Transportation to and from the Fish Auction

7.1 If a transportation agreement between a Supplier and a Carrier is concluded through the Fish Auction, the Fish Auction shall never be liable for any failure in (the mediation of) the transportation agreement, unless the Fish Auction is guilty of gross negligence or wilful misconduct.

7.2 The Carrier and the Supplier must follow the instructions of the Fish Auction concerning the manner and place of transportation to and from the Fish Auction.

8. Grading

8.1 Grading must be carried out in accordance with the applicable rules issued by the competent (government) authorities.

8.2 The grading of Fish offered at the Auction – if not graded – shall be deemed to take place on behalf of and at the expense of the Supplier by Fish Graders designated by the Fish Auction.

8.3 Grading may only take place in areas designated by the Fish Auction. The graded Fish must be placed in designated (and Fish Auction-approved) containers (fish boxes, tubs, etc.).

8.4 Grading is to be carried out in a manner (whether mechanical and/or manual) and sequence determined by the Fish Auction.

8.5 After grading, Fish of one Supplier, per species, must form a homogeneous batch. The Fish Auction may establish further rules regarding the manner in which the grading activities are carried out.

8.6 If grading has been done incorrectly, the Fish Auction and/or the competent authority may demand re-grading, without the Fish Graders involved being entitled to charge a fee (insofar as these Fish Graders are not employed by the Fish Auction).

8.7 The Fish Auction shall not be liable to the Supplier, Carrier, or Buyer for any damage arising from the (manner of) performance of the grading activities.

8.8 The grading fee is periodically announced in the List of Rates and is specified on the Settlement Statement.

9. The Auction, Striking the Clock, and Sale/Purchase

9.1 The delivered Fish will be auctioned in the manner and sequence determined by the Fish Auction.

9.2 Any Fish delivered for auction which, in the opinion of the competent (government) authorities and/or the Fish Auction, is not in proper condition, shall not be sold at the Auction and must be removed from the auction at the instruction of the Fish Auction unless the competent (government) authorities proceed to seize and/or destroy it.

9.3 A Buyer intending to purchase Fish at the Fish Auction in any manner is deemed to know how the relevant (electronic) purchasing/auction system operates. The Fish Auction is not liable for any damages resulting from mistakes and errors made by the Buyer when purchasing Fish via the relevant purchasing/auction system.

9.4 The Buyer acknowledges and accepts that the relevant (electronic) auction/purchasing system is technically configured such that purchase agreements can only be concluded for an amount not exceeding the Buyer's existing bank guarantee or other provided security.

9.5 If the Buyer wishes to be physically present at the Auction, the Fish Auction will provide the Buyer with a pass/key/login code for use with the auction system. In the event of loss of such pass/key/login code, the Fish Auction shall provide a new tool at the rate indicated in the List of Rates, which the Buyer owes.

9.6 The Fish Auction is authorized to set a minimum purchase quantity for certain types of Fish.

9.7 The Auctioneer calls out or electronically displays the number of units being auctioned and clearly specifies the species and/or weight of the offered batch, as well as the location where the Fish is available for sale.

9.8 When using the (electronic) auction system at the auction, the purchase agreement between the Supplier and the Buyer is concluded at the moment the Buyer (or his representative) stops the clock, at the price shown on the clock. The Auctioneer's determination that a purchase agreement has been concluded between a specific Supplier and a specific Buyer is binding.

9.9 In the event of a clear mistake by the Auctioneer or the Buyer during an Auction, a manifest misunderstanding, or a defect or (temporary) malfunction of an (electronic) auction system, the Auctioneer has the right to determine that no purchase agreement has been concluded, or to declare it dissolved. Neither the Supplier nor the Buyer can claim any (damage) compensation in that case. The relevant batch of Fish will then be immediately re-auctioned, and the original Buyer may bid again unless the Auctioneer, based on the circumstances, decides that the Buyer may not place a bid during the re-auction.

9.10 When using an (electronic) remote purchase system (Remote Buying System), the purchase agreement between the Supplier and the Buyer is concluded with the Buyer who, at the closing time for bids via that system, has submitted the highest bid. The Fish Auction's judgment that a purchase agreement has been concluded between a specific Supplier and a specific Buyer is binding.

9.11 In the case of other purchases, the purchase agreement between the Supplier and the Buyer is concluded by an offer from the Supplier and the acceptance thereof by the Buyer.

9.12 In the case of contract sales, the Supplier offers a certain quantity of a specific type of Fish at a certain price, to be caught during a specified future period. The Fish must meet the quality requirements published by the Fish Auction. Buyers may subscribe to this offer. At the time of the Buyer's subscription, a contract is formed between that Buyer and the Supplier. If more Fish is subscribed to than is offered, the contract applies to the quantity offered. The Fish Auction's judgment that a contract has been concluded between a particular Supplier and Buyer is binding.

9.13 Buyers shall refrain from engaging in Strategic Bidding Behaviour before or during an auction, and they shall also refrain from paying or receiving fees for certain bidding behaviour before or after an auction. Each violation of this clause by the Buyers involved in such conduct or agreement shall result in an immediately payable penalty of €10,000.00 per instance of behaviour or agreement, owed by

each Buyer involved, to the Fish Auction. The Fish Auction also reserves the right to deny these Buyers access to the Fish Auction for a fixed or indefinite period.

10. Withholding from Sale

10.1 The Supplier is entitled to withhold the sale of a batch of Fish to be auctioned or sold through the Auction, at a minimum price set by him. He must notify the Fish Auction thereof no later than before the start of the sale of the relevant batch of Fish.

10.2 The Supplier owes fees on the value of the relevant batch of Fish as determined in the applicable List of Rates.

11. Purchase Agreement, Delivery, and Transfer of Ownership

11.1 The purchase agreement between the Supplier and the Buyer is concluded in accordance with Article 9.

11.2 Unless otherwise agreed in writing between the parties involved, delivery and transfer of ownership of Fish sold at the Fish Auction shall take place on the Fish Auction premises.

11.3 The Fish Auction shall deliver the sold Fish on behalf of the Supplier to the Buyer. The Fish Auction is not obliged to cooperate with a request by a Buyer to directly register part of the purchased Fish in the name and for the account of a third party.

11.4 Fish sold at the Auction is deemed to have been delivered and transferred in ownership once it bears the Buyer's name label. If, for any reason, the Fish has not been labelled with the Buyer's name, delivery and transfer of ownership will be deemed to have taken place at the moment the purchased Fish is loaded (by or on behalf of the Buyer) into the vehicle designated by or for the Buyer. The purchased Fish is at the Buyer's risk from the moment of delivery.

11.5 Any Fish purchased through the mediation of the Fish Auction, which has not physically been on the premises of the Fish Auction, is deemed to have been transferred in ownership to the Buyer upon delivery.

11.6 The Buyer is obliged to ensure that the Fish purchased at the Auction is removed from the Fish Auction premises no later than 2.5 hours after purchase, unless an agreement for additional services (such as storage) has been made with the Fish Auction.

11.7 If the Buyer does not remove (or have removed) the Fish within the time specified in the previous sentence (or arrange for storage), he is in default. In that event, the Fish Auction is entitled (in order to limit damage) to store the Fish at the Buyer's expense. If, after notice of default, the Buyer continues to fail to remove the Fish, the Fish Auction is entitled to sell the Fish to a third party or have it destroyed. The Fish Auction shall set off the proceeds, if any, against the costs incurred. The Buyer is liable for all damage sustained by the Supplier and/or the Fish Auction, including but not limited to storage costs, transportation costs, etc.

11.8 The Fish Auction has the right to dissolve the purchase agreement on behalf of the Supplier if it emerges that the Buyer has acted in violation of these general terms and conditions before, during, or after the conclusion of the purchase agreement for the sold Fish and/or if it becomes apparent that the bank guarantee was insufficient to allow for the purchases made.

12. Complaints (“Reclames”)

12.1 The Fish Auction enables the Buyer to inspect the Fish prior to the auction. The Buyer is deemed to have inspected (“viewed”) the Fish he purchases prior to purchase, or to have had it inspected (“viewed”), and to be familiar with the quality, quantity, and grading of the Fish.

12.2 The Buyer accepts the Fish purchased at the Auction in the condition in which it is at the time of sale, unless a demonstrable discrepancy in quality, quantity, or grading has arisen between the time of sale and the time of delivery. If the Buyer believes that the purchased Fish demonstrably does not comply with the purchase agreement, he must immediately notify the Fish Auction after delivery. The Fish will then be inspected by a person or entity to be determined by mutual agreement, who will prepare a written report. The outcome of this inspection is binding on all parties involved.

12.3 If the purchase agreement was formed electronically and/or the Buyer was otherwise unable to inspect the Fish, the Buyer must check the purchased Fish immediately upon delivery.

12.4 Any right of the Buyer to assert claims based on the quality, quantity, or grading of the delivered Fish expires once the purchased Fish has left the Fish Auction premises, or after two hours from the time of delivery in the case referred to in Article 12.3.

12.5 The Buyer shall have no right of complaint within the meaning of Articles 7:39 et seq. of the Dutch Civil Code.

13. Costs and Payments

General

13.1 The invoice amount owed by the Buyer must be credited to the Fish Auction’s bank account within four working days after the invoice date. The Fish Auction is entitled to set a shorter payment term if it has well-founded reasons to doubt the Buyer’s financial standing. Payment can only be made by transferring funds to the bank account number stated on the invoice.

13.2 In the event of late payment, the Buyer is in default by operation of law, without any prior notice of default being required, and must pay penalty interest as specified in the List of Rates. The penalty interest is due on all invoices not fully paid after the due date. All extrajudicial or judicial (collection) costs arising from the collection of the claim shall be borne by the Buyer.

13.3 The Fish Auction is entitled to apply payments made by the Buyer first to the interest and costs due, and then to the longest outstanding invoices, even if the Buyer states that the payment refers to a later invoice.

13.4 If the Buyer is in default of one or more of his obligations under these general terms and conditions and/or if the Buyer’s bank guarantee is exceeded, the Fish Auction has the right to refuse or (technically) prevent the Buyer from entering into further purchase agreements until the default is remedied and/or the bank guarantee is again sufficient, or the Buyer has otherwise provided adequate security in the opinion of the Fish Auction.

13.5 If the Buyer is in default of any payment obligation, the Fish Auction may immediately claim the Buyer’s bank guarantee.

Transportation Costs for the Supplier

13.6 Transportation costs are determined according to the List of Rates in effect at that time, unless the parties involved have agreed otherwise in writing and provided the Fish Auction with a written, itemized statement of the changes.

13.7 The fees owed by the Supplier to the Carrier for transporting Fish are collected by the Fish Auction on behalf of the Carrier from the Supplier, unless otherwise agreed in writing and stated in a detailed written statement given to the Fish Auction.

13.8 The transportation costs are paid by offsetting against the Settlement Amount owed to the Supplier, which the Supplier is deemed to have instructed the Fish Auction to perform. The Supplier is deemed to have instructed the Fish Auction to pay the transportation costs to the Carrier on behalf of the Supplier.

13.9 The Fish Auction is obliged to pay the total amount of transportation costs collected in this way to the Carrier no later than four working days after the day of delivery of the relevant batch of Fish, provided the delivery note is in the possession of the Fish Auction on the day of delivery.

Grading Costs

13.10 Grading costs are determined based on the List of Rates in effect at that time, unless otherwise agreed in writing between the relevant parties and an itemized statement has been provided to the Fish Auction.

13.11 The fees owed by the Supplier to the Fish Graders for grading Fish are collected by the Fish Auction on behalf of the Fish Graders from the Supplier, unless otherwise agreed in writing and submitted in a detailed written statement to the Fish Auction. If the grading fee is owed to the Fish Auction itself (where the Fish Graders are employed by the Fish Auction or an affiliated company), the grading costs stated in the List of Rates are charged by the Fish Auction to the Supplier.

13.12 Grading costs are paid by offsetting them against the Settlement Amount due to the Supplier, which the Supplier is deemed to have instructed the Fish Auction to do. If the grading costs are owed directly to the Fish Graders, the Supplier is deemed to have instructed the Fish Auction to pay the grading costs on behalf of the Supplier to the Fish Graders.

13.13 The Fish Auction must pay the total amount of grading fees collected in this manner to the Fish Graders (or the legal entity to which the Fish Graders are affiliated) no later than four working days following the grading, unless different agreements have been made between the Fish Graders and the Fish Auction.

Auction Fees, Levies, and Surcharges

13.14 The Supplier and the Buyer are each liable for auction fees for purchasing Fish via the Fish Auction and/or for grading and weighing Fish whose sale has been withheld by the Supplier, and/or for trading Fish through the Fish Auction. The auction fees and surcharges are included in the List of Rates.

13.15 The Fish Auction is entitled to charge surcharges over the (clock) price of the purchased Fish, including a fuel surcharge calculated on an amount per kilogram to be determined.

The auction fees and surcharges shall be settled by offsetting them against the Settlement Amount owed to the Supplier, which the Supplier is deemed to have authorized the Fish Auction to do. If the auction fees and surcharges cannot be deducted from the Settlement Amount, they will be invoiced to the Supplier.

Water, Electricity, and Waste Disposal

13.16 For the use of water, electricity, and for the disposal or dumping of waste, the Supplier shall owe the rates specified in the List of Rates.

13.17 These costs shall be settled by offsetting them against the Settlement Amount owed to the Supplier, which the Supplier is deemed to have authorized the Fish Auction to do. If such costs cannot be deducted from the Settlement Amount, they will be invoiced to the Supplier.

Auction Proceeds

13.18 The Settlement Amount owed to the Supplier is composed of the proceeds from the sale of the relevant batch of Fish, minus any (auction) costs, levies, and taxes that the Supplier owes under these general terms and conditions and pursuant to regulations of the competent (government) authorities, all of which are specified on the Settlement Statement issued by the Fish Auction.

13.19 The Supplier is deemed to have instructed the Fish Auction to collect, in its own name and for the benefit of the Supplier, the auction proceeds of the relevant batch of Fish from the Buyer.

Settlement

13.20 The Fish Auction is obliged to pay the net amount stated on the Settlement Statement to the Supplier within four working days following the sale of the relevant batch of Fish.

13.21 The Fish Auction cannot invoke non-payment by the Buyer as a defence against the Supplier.

14. Use of Boxes and Materials

14.1 Fish boxes, tubs, and other materials (“the Fish Boxes”) may be made available by the Fish Auction to the Supplier, Carrier, or Buyer (collectively referred to in this article as “the user”) as needed, for which a fee is charged by the Fish Auction. The Fish Auction is required to keep proper records thereof. The fee is determined by the Fish Auction and stated in the List of Rates.

14.2 The fee owed by the user will, where possible, be offset against any amounts the Fish Auction owes the user. The user is deemed to have authorized the Fish Auction to carry out such offsetting.

14.3 The Fish Boxes remain the property of the Fish Auction at all times. The user is prohibited from making the Fish Boxes available to third parties without the Fish Auction’s written consent. If the Fish Auction has not given written consent, the Fish Boxes must be returned to the Fish Auction within four working days, and the user must pay a set penalty amounting to half of the replacement cost stated in the current List of Rates.

14.4 If the Fish Auction consents to third-party use, it does so under the explicit condition that the user inform the third party that the Fish Boxes are owned by the Fish Auction and that the user is not authorized to pledge, rent out, alienate, or otherwise transfer the Fish Boxes, or to take any actions that would negate the Fish Auction’s ownership rights.

14.5 The Fish Auction maintains an administration of the Fish Boxes it has provided for use. At least once a year, on a date set by the Fish Auction, it will check how many Fish Boxes the user has. The user must cooperate with the Fish Auction in determining the number of Fish Boxes in his possession at all times. If, in any year, the user has fewer Fish Boxes than the number registered to him in the Fish Auction's administration, the user shall owe the set replacement fee per missing Fish Box, as stated in the current List of Rates. The Fish Auction's administration is binding, barring proof to the contrary provided by the user.

14.6 If Fish Boxes are provided to the user, they are intended solely for transportation to and from the Fish Auction. Any other use is not permitted.

15. Force Majeure

15.1 Force majeure includes all circumstances that were not foreseeable at the time the obligation was entered into and that are not attributable to the Fish Auction, as a result of which compliance with obligations is practically impossible or so burdensome that such compliance cannot reasonably be demanded of the Fish Auction. Force majeure includes, for example: war, mobilization, strikes, power outages, failure or disruptions of computer systems and/or internet connections, malfunctions in any (electronic) auction system, fire, weather conditions and/or other circumstances resulting in no or insufficient Fish supply, and any circumstances that prevent the normal operation of the Fish Auction which cannot be attributed to it, including third parties failing to fulfil their obligations to the Fish Auction as a result of which the latter cannot operate in the usual/foreseen manner.

15.2 In the event of force majeure, the Fish Auction is entitled to suspend performance of its obligations for the duration of the force majeure.

15.3 However, if the force majeure lasts longer than one week or if it is immediately apparent that it will do so, the Fish Auction has the right to dissolve the relevant agreement in respect of the part not yet performed without being obliged to pay compensation of any kind or nature.

15.4 If the Fish Auction invokes the rights referred to in this article, it shall promptly inform the parties concerned.

15.5 Government measures that impede compliance with the obligations assumed by the Fish Auction and/or make them financially more disadvantageous entitle the Fish Auction to dissolve the relevant agreement(s), insofar as not yet performed, without being obliged to pay damages; or, at the Fish Auction's discretion, to require the other party to compensate the loss that results from such measures.

16. Liability of the Fish Auction

16.1 The Fish Auction shall be liable towards Suppliers and Buyers only for direct damages resulting from wilful misconduct or deliberate recklessness on the part of the Fish Auction, unless there is a statutory liability that cannot be excluded. By way of clarification only, and without derogating from the above, the Fish Auction shall not be liable, among other things, for:

- (i) Indirect damages, such as loss of income;
- (ii) Accidents in the Fish Auction buildings and/or on its premises;
- (iii) Consequences of fire, theft, collapse, disappearance, or vandalism in the buildings and/or on the

premises of the auction;

(iv) Legal consequences arising from violation of product liability and/or food safety laws;

(v) Direct or indirect losses due to lost or missing Fish;

(vi) The quality of the Fish;

(vii) Any non-conformity of the Fish with the agreement between the Buyer and the Supplier;

(viii) Consequences of advice or statements made by employees of the Fish Auction;

(ix) Consequences of disruptions in the supply of water, energy, data and telecommunications equipment, or in any (electronic) purchasing/auction system;

(x) Possible disputes between the Buyer and the Supplier.

For the event that the Fish Auction is liable for any loss incurred by a Supplier or Buyer, if there is an insurance policy covering the event causing the loss, such liability shall be limited to the amount actually paid out by the Fish Auction's insurer, plus any deductible (own risk) borne by the Fish Auction. In all other cases, the liability of the Fish Auction shall at all times be limited to an amount of €50,000 per event, whereby related events shall be considered a single event.

17. Maintaining Order

17.1 The Director is responsible for maintaining order in and around the Fish Auction building.

17.2 Anyone on the Fish Auction premises must immediately comply with any instructions given by or on behalf of the Director in the interest of order in and around the Fish Auction, and must refrain from any (legal) act that may cause damage to property of the Fish Auction and/or third parties.

18. Access to Auction Buildings

18.1 The Fish Auction is entitled to deny Suppliers, Carriers, Buyers, and other persons access to the Fish Auction buildings for a fixed or indefinite period if, even after a warning, they fail to comply with the regulations set by the competent (government) authorities, the provisions of these general terms and conditions, or any additional rules or instructions by the Director.

18.2 It is prohibited to enter the Fish Auction buildings with (moped) bicycles or (motor) vehicles unless permission has been granted by the Fish Auction.

19. Traffic Rules on Auction Premises

19.1 All road traffic regulations under public law ("Wegenverkeersregelgeving") apply on the entire premises of the Fish Auction, even if they are not public roads.

19.2 The Fish Auction shall not be liable for damages resulting from (traffic) accidents on its premises, unless caused by wilful misconduct or gross negligence on the part of the Fish Auction.

20. Customs and Usage

20.1 In cases not provided for by these general terms and conditions, by the applicable legislation, or by rules set by the Fish Auction, decisions shall be made according to the customs and usage at (the location of) the Fish Auction in question.

20.2 If no custom or usage applies in such a case, the Director shall decide according to reasonableness and fairness.

21. Applicable Law

21.1 All legal relationships between the Fish Auction and persons working with or at the Fish Auction, Suppliers, Carriers, Buyers, and Fish Graders, as well as the legal relationships among them, are governed exclusively by Dutch law.

21.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) and statutory provisions relating to distance selling are expressly excluded.

22. Dispute Resolution

22.1 In the event of a dispute between parties involved with the Fish Auction, the dispute must first be submitted to the Director, who will initially seek to resolve it amicably.

22.2 If the dispute is not resolved through these efforts, the court of the district in which the (relevant) Fish Auction is established has exclusive jurisdiction to hear the dispute in the first instance.

23. Final Provisions

These general terms and conditions are effective as of March 17, 2022. The previously applicable regulations cease to apply as of that date.