

## SALES & DELIVERY TERMS FOR



### **1 Formation of Contract**

1.1 The sales and delivery terms listed below shall be valid for all sales from Northcoast Seafoods DK A/S, unless other terms are listed in a separate agreement signed by Northcoast Seafoods DK A/S.

1.2 All quotations from Northcoast Seafoods DK A/S shall not be considered legally binding until Northcoast Seafoods DK A/S has confirmed the formation of the contract in writing. All quotations are subject to goods being unsold.

1.3 These terms and conditions shall take precedence over any conflicting standard purchase terms presented by buyer.

1.4 A sales agreement has not been finally concluded until Northcoast Seafoods DK A/S has provided buyer with an invoice or an order confirmation.

### **2 Delivery**

2.1 Delivery shall take place in accordance with Incoterms 2010 and as specified in Northcoast Seafoods DK A/S's invoice or order confirmation.

2.2 If the buyer does not accept the goods in time, Northcoast Seafoods DK A/S shall have the option of cancelling or adhere to the agreement. Northcoast Seafoods DK A/S shall have the right to sell or dispose of the goods for the buyer's account and risk and the right to claim damages.

2.3 The time of delivery provided by Northcoast Seafoods DK A/S is an approximate time and Northcoast Seafoods DK A/S shall retain the right to postpone delivery if there is factual reason for this.

2.4 In the event of delayed delivery, buyer shall be obligated to make any claims in writing immediately. Buyer shall forfeit all remedies for breach if delayed delivery has not been claimed within 24 hours after the agreed upon time of delivery.

### **3 Notice of Non-Conformity**

3.1 Quantity and number of units listed in quotations or order confirmations are approximate numbers. Therefore discrepancies of 10% or less shall not be considered non-performance.

3.2 If buyer has specific requirements for the order to be fulfilled at the place of delivery, the buyer is obligated to inform Northcoast Seafoods DK A/S of such requirements in advance.

3.3 Buyer or buyer's representative must submit the product to a thorough inspection at the place of delivery immediately upon delivery.

3.4 Any claims of non-conformity must be presented to Northcoast Seafoods DK A/S immediately after any non-conformity is detected or should have been detected. Claims of non-conformity must be specific and documented and accurately state the non-conformity. Detailed written claims of non-conformity must be received by Northcoast Seafoods DK A/S not later than 24 hours after delivery.

Failure to submit a timely and correct claim of non-conformity will forfeit all remedies for breach of contract.

3.5 If Northcoast Seafoods DK A/S acknowledges non-conformity in writing, Northcoast Seafoods DK A/S shall be granted the possibility of either making a subsequent or a replacement delivery within a reasonable time limit or to offer a pro rata price reduction by partially or fully crediting the invoice value.

3.6 Buyer shall only be entitled to cancel the purchase and/or claim damages if the non-conformity is material and caused by actionable fault for which Northcoast Seafoods DK A/S is liable.

## **4 Product Liability**

4.1 Seller shall only be responsible for damage caused to buyer's property by products delivered, if such damage is caused by documented negligence on Northcoast Seafoods DK A/S's part.

If Northcoast Seafoods DK A/S becomes liable to third party (product liability) in a situation where Northcoast Seafoods DK A/S in relation to buyer cannot be imposed liability, buyer shall indemnify Northcoast Seafoods DK A/S.

The parties shall mutually inform each other to the extent either party receives claims from third party.

It should be specifically noted that Northcoast Seafoods DK A/S cannot be held responsible for any claims of non-conformity caused by circumstances at Northcoast Seafoods DK A/S's sub-suppliers.

## **5 General Limitations of Liability**

5.1 In case of either delays, non-conformity or product liability, Northcoast Seafoods DK A/S shall not be liable for operating loss, loss of time, loss of profits, or any other direct or indirect loss for buyer, regardless of whether the delays, defects or product liability is caused by gross negligence on Northcoast Seafoods DK A/S's part.

5.2 Northcoast Seafoods DK A/S is not responsible for non-performance caused by obstacles outside Northcoast Seafoods DK A/S's control, including force majeure-like conditions such as operational interruptions, strikes, lockouts, transport difficulties or other conditions outside Northcoast Seafoods DK A/S's control. This shall apply to obstacles affecting either Northcoast Seafoods DK A/S or one of the sub-suppliers or transport companies chosen by Northcoast Seafoods DK A/S.

In such event, the time of delivery shall be postponed for the period of time equivalent to the duration of the obstacle. Each party shall be entitled to cancel the agreement if such obstacles has or is expected to persist for more than 3 months.

## **6 Payment**

6.1 In the event that a claim of non-conformity is not recognized by Northcoast Seafoods DK A/S, the relevant invoice shall be payable in full on the invoice due date according to the invoice Northcoast Seafoods DK A/S has provided buyer with, unless a separate signed agreement has been entered into.

6.2 The Buyer has not complied with the payment terms and conditions until the entire invoiced amount is available to Northcoast Seafoods DK A/S. Buyer is obliged to maintain insurance coverage for all products in transit as well as for unpaid, already received products.

6.3 Bank transfer of payment to Northcoast Seafoods DK A/S shall not be considered effective until payment has been made to Northcoast Seafoods DK A/S not later than the specified due date.

6.4 The products shall remain the property of Northcoast Seafoods DK A/S until the price for them is paid and all sums for any other products or services then due from the Buyer are paid, provided that the property (i.e. the title) in the products shall pass from Northcoast Seafoods DK A/S upon such title passing to the Buyer's customers only in the manner permitted below.

Until such time as the title in the products has passed to the Buyer as above, the Buyer shall:

(a) hold such products on a fiduciary basis as the bailee or, as the case may be, depository of Northcoast Seafoods DK A/S and shall store and mark them in such a way that they are readily identifiable as the property of Northcoast Seafoods DK A/S;

(b) not dispose of or deal with the products or any documents of title relating to them or any interest in them;

except that the Buyer may on the Buyer's own account process or sell the products to the Buyer's usual type of customers in the ordinary course of the Buyer's trade, provided that the Buyer's right to process or sell the products shall automatically cease upon the occurrence of an "Insolvency Event".

Insolvency Event means the Buyer has any order, proceeding, appointment or other step taken or made by or in respect of the Buyer for any liquidation, winding-up, dissolution, administration, receivership or bankruptcy.

Without prejudice to the foregoing, if payment becomes overdue, an Insolvency Event occurs or Northcoast Seafoods DK A/S reasonably expects that an Insolvency Event is about to occur Northcoast Seafoods DK A/S:

(a) may by written notice terminate the Buyer's right (if still subsisting) to process or sell the products; and

(b) shall be entitled upon demand to the immediate return of all the products which remain in the ownership of Northcoast Seafoods DK A/S, and the Buyer irrevocably authorizes Northcoast Seafoods DK A/S to recover such products and any documentation relating to them and, for that purpose, to enter any place. Recovery by Northcoast Seafoods DK A/S of the products shall not of itself cancel the Buyer's liability to pay the whole or balance of the price for the products or any other rights of Northcoast Seafoods DK A/S.

**7 Limitations**

7.1 All claims against Northcoast Seafoods DK A/S shall become obsolete unless a written claim has been presented not later than 6 (six) months after the agreed upon time of delivery.

**8 Jurisdiction**

8.1 All disputes caused by deliveries from Northcoast Seafoods DK A/S shall be settled either at the Copenhagen Maritime and Commercial Court (Sø- & Handelsretten) or by arbitration and in accordance with current rules established by the International Institute of Arbitration in Copenhagen.

Northcoast Seafoods DK A/S has the right to choose the forum.

8.2 All disputes shall be settled according the Danish law. However, for international trade, the authentic, English version of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be used.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_