



Korf Vis bv

Korf Vis BV

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Chamber of Commerce: Lelystad 39041225

TERMS OF DELIVERY TO NON-CONSUMER

Article 1. General

- These conditions apply to every offer, tender and agreement between Korf Vis BV, hereinafter referred to as "User", and a Customer "Other" which user has declared these conditions applicable, insofar as these conditions are not parties explicitly and in writing.
- These conditions also apply to agreements with user, the execution of which user services of third parties.
- These general conditions are also written for the employees of User and its management.
- The applicability of any purchase or other conditions of the Other is explicitly rejected.
- If one or more provisions of these terms at any time wholly or partially invalid or void, it remains, in these terms and conditions are fully applicable. User and the Other shall then consult to develop new rules to replace the invalid provisions to agree, as much as possible the purpose and intent of the original provisions are observed.
- If uncertainty exists regarding the interpretation of one or more provisions of these terms, then the explanation must be found to the general interpretation of these provisions.
- If there is a conflict between parties that do not occur in these general conditions, then this situation should be assessed to the general interpretation of these terms.
- If User does not require strict compliance with these conditions, does not mean that its provisions do not apply, or that the User in any degree would lose the right in other cases the strict observance of the provisions of these terms and conditions.

Article 2. Offers and Deals

- All bids and offers of user are non-committal, unless the offer has a deadline for acceptance. An offer will lapse if the product on which the bid or the offer relates, in the meantime is no longer available.
- User cannot have bids or offers to be taken if the other party can reasonably understand that the bids or offers, or any part thereof, has an obvious mistake or error.
- In a bid or offer prices are excluding VAT and other government levies, if any part of the contract costs, including travel and subsistence, postage and handling, unless otherwise indicated.
- If the acceptance (whether or not to subordinate points) deviates from the bid or the offer contained, the User is not bound. The agreement is not in accordance with deviating acceptance, unless user indicates otherwise.
- A compound quotation shall not obligate user to execute part of the assignment against a corresponding part of the quoted price. Offers and tenders shall not apply automatically to future orders.

Article 3. Duration of the Contract, delivery, implementation and modification agreement

- The agreement between User and the Other is for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
- For the completion of certain work or supply certain cases an agreed period or specified, this is never a deadline. When a term is exceeded, the Other therefore has to written User in default. User should be provide a reasonable term to be offered to implement the agreement.
- If user requires information from the Other for the implementation of the agreement, begins the execution time not earlier than after the Other it is accurate and complete to the User has made available.
- Delivery is made from company of User. The Other is obliged to take things at the moment they are available. If the Other refuses or neglects to provide information or instructions necessary for the delivery, the User is entitled to store the products for the expense and risk of the Other.
- User has the right to have certain work done by others.
- User is entitled to the agreement in several phases to implement and thus part billed separately.
- If the agreement is implemented in phases, User can implement those parts to the next stage until the Other the results of the preceding stage approved in writing.
- If during the execution of the agreement shows that for a proper implementation is necessary to amend or supplement, then parties will in time, and in mutually consultation proceed to amend the agreement. If the nature, scope or content of the contract, whether or not a request or indication of the Other, the competent authorities at estera, are modified and the agreement would be qualitatively and / or quantity is changed, this may also have implications for what was originally agreed. This may initially agreed amount can be increased or decreased. User shall as much as possible give a quotation before producing. By amending the agreement may also specify the initial period of implementing change. The Other accepts the possibility of amending the agreement, including the change in price and time of execution.
- If the agreement is amended, including an addition, is User entitled to them first to implement after it has been agreed by the User then competent person, and the other party has agreed to implement the specified price and other conditions, including understood the then determine when it will be implemented. If the amended agreement is not immediately implement, is it not breach of contract of User, and for the Other no reason to terminate the contract. Without being in default, the User can refuse a change of the agreement, if this could be qualitatively and / or quantitatively, for example, results in that context to work or to be delivered.
- If the Other in default should be in the proper performance of which he is held towards the User, then the Other liable for all damages (including costs) to the side of User thereby directly or indirectly.
- If the User agree with the Other a fixed price, then User shall nevertheless always be entitled to increase this price without the Other being entitled to the contract for that reason to dissolve if the price increase resulting from a power or duty under any law or regulation or find its cause in an increase in the price of raw materials, wages, etc., or on other grounds at the conclusion of the agreement were not reasonably foreseeable.
- If the price other than as a result of an amendment to the agreement exceeds 10% and within three months after the conclusion of the agreement, then only when Other appeals to Title 5 Section 3 of Book 6 BW entitled agreement dissolve by written notice, unless User then still is willing to sign the agreement based on the originally agreed to perform, or if the price increase resulting from a power user or an obligation under the law or if it is stipulated that the episode longer than three months after the sale will take place.

Article 4. Suspension, dissolution and termination of the agreement

- User is empowered to fulfill their obligations to suspend or terminate the agreement if:
 - The Other obligations under the agreement, not fully or timely manner completes;
 - After the conclusion of the contract, User learns of circumstances giving good ground to fear that the Other can't comply obligations;
 - The Other in concluding the agreement was requested to provide security for the fulfillment of his obligations under the agreement and this security fails or is insufficient;
 - If the delay on the part of the Other, User can no longer be required to the contract against the originally agreed conditions, User is entitled to terminate the agreement.
- Furthermore, User is entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the contract impossible or if other circumstances arise of such nature that the unaltered maintenance of the User Agreement not reasonably be expected.
- If the agreement is dissolved, the User's claims against the Other immediately due and payable. If the User suspends fulfillment of his obligations, he shall retain his rights under the law and agreement.
- If User decides to suspend or dissolve the agreement, he is in no way be liable for damages and costs it incurred in any way.
- If the dissolution is attributable to the Other, User is entitled to compensation for damages, including costs, thereby directly and indirectly.
- If the Other from the contract obligations fails and this failure justifies dissolution, the User is entitled to the agreement with immediate effect to cancel without any obligation to pay any damages or compensation, while the other party under of default, or for damages or compensation is required.
- If the agreement is terminated by User, User will in consultation with the Other arrange for transfer of additional work to third parties. Unless the termination is attributable to the Other. If the transfer of work for additional user costs are incurred, they will be charged to the Other. The Other shall pay such costs within the term specified, unless user indicates otherwise.
- In case of liquidation, (application for) suspension of payment or bankruptcy, or seizure - when and where the heard within three months - at the expense of the Other, of a debt or other circumstance that the Other is no longer freely about his ability available, the User is free to terminate the contract with immediate effect to cancel the order or contract or to cancel without any obligation to pay any damages or compensation. The User's claims against the Other in that case immediately due and payable.
- If the Other placed order wholly or partially cancels, then the appropriate order or ready-made things, plus the potential to supply and delivery costs and for the implementation of the reserved time, integral to the other party will be charged.

Article 5. Force Majeure

- User is not obliged to fulfill any obligation to the Other if he is being hampered due to a circumstance that is not due to negligence, and not under the law, a legal act or generally accepted for its account.
- Force majeure is in these terms mean, apart from what the law and jurisprudence, all external causes, foreseen or not foreseeing, which User can not influence but which prevents User is unable to have obligations - Strikes in the company of User or of third parties included. User also has the right to invoke force majeure if the circumstance rendering (further) fulfillment of the contract occurs after the user should have fulfilled his obligation.
- User can suspend the obligations under the agreement during the period that supremacy continues. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
- As much as User at the time of the occurrence of force majeure obligations under the agreement has been partially fulfilled or will fulfil, and the performed or the part to perform has independent value, is entitled to the already performed or the part to perform separate bill. The Other shall pay such invoice as if it were a separate agreement.

Article 6. Payment and collection costs

- Payment must be made within the amount of days as mentioned in the invoice, at a by User given way in the currency of the invoice, unless otherwise specified by the User. User is entitled to periodic billing.
- If the Other fails to timely pay an invoice, then the Other is legally in default. The Other is then charged with an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest is used. The interest on the amount due shall be

calculated from the time that the Other is in default until the moment of payment of the full owed amount.

- User has the right by Other payments made to stretch in the first place to reduce the costs, then deducting the interest and finally to reduce the principal and accrued interest.
- User can, without being in default, refuse to an offered payment if the Other wants another order for the allocation of the payment. User can refuse full payment of the principal, if not also the outstanding and accrued interest and collection costs are paid.
- The Other is never entitled to set off by the User due to him, unless otherwise agreed in writing.
- Objections to the amount of a bill cannot suspend the payment obligation. If the Other can't appeal to Section 6.5.3 (Articles 231 and 247 of Book 6 BW), the Other is not entitled to suspend the payment of an invoice for any other reason.
- If the other party is in default or omission in the (timely) to fulfill its obligations, all reasonable extrajudicial costs incurred in obtaining payment on account of the Other. The extrajudicial costs are calculated on the basis of what the Dutch collection is currently under the "Rapport Voorwerk II". If, however, higher costs for collection has been reasonably necessary, the actual costs for reimbursement to be paid by the Other. Any judicial and execution costs will also be recovered from the Other. The Other must also pay interest on the collection cost.

Article 7. Ownership

- All delivered and to be delivered remain the exclusive property of the User, until the Other has fully paid all claims, in any case the claims referred to in BW 3:92, paragraph 2.
- As long as the ownership of the goods not on the Other has passed, it may not pledge the goods or to third parties any rights thereto, except within the normal course of business. The Other is obliged to first request the User to cooperate in the establishment of a lien on the assets which the Other, arising from delivery of goods to its customers, obtained or will obtain.
- The Other is obliged the issues under retention, that are delivered, to store with care and as recognizable property of the user.
- The User is entitled to take back the goods under retention, that are delivered and present at the Other, if the Other fails to fulfill his payment or has payment difficulties or payment problems appear to come. The Other will at all times give User free access to its premises for inspection of the goods and / or to exercise the rights of the User.
- The Other is committed to insure and keep insured the property delivered against fire, explosion and water damage and theft. By first request of User, Other has to show insurance policy for inspection. User is entitled to collect the amounts of any payment of the insurance. As far as necessary, the Other cooperates with User with all that in this context is necessary or desirable.
- The Other is obliged to make reference to User, if the Other's creditors seize or threaten to impose on goods under retention of User.
- The above under 1 t/m 6 provisions don't affect the Other rights accruing of the User.

Article 8. Guarantees, research and advertising, period

- Any kind of guarantee will lapse if a defect is caused by or resulting from improper or inappropriate use or use after the expiry date, improper storage or maintenance by the Other and / or third parties when, without written permission from User, the Other or third parties have made changes to the case or have tried to bring, that other cases were confirmed that it does not need to be confirmed or if they were processed or modified other than as prescribed. The Other is not entitled to warranty if the defect is caused by or arising from circumstances where no User's control, including weather conditions (such as but not limited to, extreme temperatures or rainfall) et cetera.
- The Other have to (do) examine the delivered, immediately at the moment that things are made available and/or the relevant activities are performed. It belongs to the Other to examine whether the quality and / or quantity of the product corresponds with what was agreed and meets the requirements of the parties whom thereto have agreed. Any visible defects has to be reported within 24 hours after delivery to User. Any defects which are not visible immediately, has to be reported within twenty-four hours after discovery in writing to User. The report has to be a detailed description of the defect, so that User is able to respond adequately. The Other must give User the opportunity to (do) examine the complaint.
- Complaints regarding weight are valid only if weight control is carried out within 24 hours after delivery. Control after the product is treated and / or processed by Other, as no validation. User declares that the products are not treated at any time with additives.
- If the Other complains in time, it does not suspend its payment obligation. The Other continues in that case also required to purchase and payment of the remaining ordered.
- If a defect notification is made later than described above, then the Other has no right of repair, replacement or compensation.
- If it is determined that a case is deficient and the complaint is made in time, then User will the defective item within a reasonable time after the return receipt or, if return is not reasonably practicable, by choice of User, after written notification of the defect by the Other, replace or see to the repair thereof or replacement fee to the Other comply. In case of replacement, the Other is obliged to return the replaced matter to User and provide the property to User, unless User indicates otherwise.
- If it is established that a complaint is unfounded, then the costs it incurred, including the research costs, on the side of User thereby came, for the account of the Other.
- Notwithstanding the statutory limitation periods, the limitation period for all claims and defences against User and the implementation of a case by a third party, involved by User, one year.

Article 9. Liability

- If user is liable, this liability is limited to what is described in this provision.
- User is not liable for damage of whatever nature, created when User is assumed by or on behalf of the Other incorrect and / or incomplete data.
- If User is liable for any damage, then the liability shall be limited to twice the invoice value of the order, at least to that part of the order which the liability relates.
- User's liability is always limited to the amount paid by his insurer in the related case.
- User is solely responsible for direct damage.
- Direct damage is only the reasonable costs of determining the cause and extent of the damage, where the determination relates to damage under these conditions, any reasonable costs incurred for the poor performance of the User to answer the Agreement, so far as this can be attributed to User and reasonable costs incurred to prevent or limit the damage, insofar as the Other demonstrates that these expenses resulted in mitigation of direct damage as meant in these general conditions.
- User is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business stagnation.
- The limitations of liability in this article do not apply when the damage is due to intent or gross negligence by the user or his supervising subordinates.

Article 10. Transfer of Risk

- The risk of loss, damage or fall in value is transferred to the Other at the moment cases are delivered to and charged in the power of the Other.

Article 11. Safeguard

- The User indemnifies against any claims by third parties, who suffer damage by implementation of the agreement and whose cause is assignable to another than User.
- If the User on that basis by third parties should be addressed, then the Other is obliged both outside and in law to assist User and to do immediately what in that case can be expected. If the Other fail to take adequate measures, then User, without notice, entitled themselves doing so. All costs and damages for this measures on the part of User and third parties, are for the account and risk of the Other.

Article 12. Intellectual property

- User retains all intellectual and industrial property rights in relation to its offers and in relation to its goods manufactured or services rendered.
- All characters, logos, labels and such like, whether or not protected by intellectual or industrial property, located on, in or on the Users' supplied products cannot be changed or removed by Other, imitated or used for other products without the consent of User.

Article 13. Applicable law and disputes

- All legal relationships where User is a party, only Dutch law applies even if a contract wholly or partly abroad to be given or if the legal relationship with the party concerned is domiciled there. The applicability of the CISG is excluded.
- The judge in the location of User's exclusive jurisdiction to hear disputes, unless the law requires otherwise. Nevertheless the user has the right to submit the dispute to the competent court according to law.
- Parties will first appeal to the courts after they went to great lengths to solve a dispute by mutual consultation to settle.

Article 14. Location and alteration conditions

- These conditions are registered at the Chamber of Commerce in Lelystad, under document number 39041225.
- Applicable is the last registered version or the version valid at the time of the creation of the legal relation with User.
- The Dutch text of these general conditions is decisive for the interpretation.