

General Terms and Conditions of Business

I. General

- 1) The following Terms and Conditions of Business are a component of the contract concluded with Lenk Seafood Services GmbH. They apply only to entrepreneurs, legal persons under public law or special funds under public law within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB).
- 2) Our General Terms and Conditions apply in their respectively latest version and also to all subsequent transactions without having to be mentioned or agreed explicitly upon the conclusion of such transactions.
- 3) Our General Terms and Conditions apply exclusively. We hereby expressly reject confirmation to the contrary by the purchaser referring to his terms and conditions. We do not recognise any deviating conditions of the purchaser; these apply only if we acknowledge and confirm them in writing. Our General Terms and Conditions also apply if we carry out the delivery without reservation, despite knowledge of contradictory or deviating conditions of the customer.

II. Offers, orders

- 1) Our offers are always non-binding, particularly with regard to quantity, price and delivery times.
- 2) If an order can be considered an offer within the meaning of Section 145 BGB, we can accept this within two weeks. Orders by the purchaser are otherwise considered accepted only when we have confirmed them in writing. If we do not separately confirm in writing or by telex a contract concluded verbally or by telephone, the invoice issued by us is deemed confirmation.
- 3) We reserve ownership and copyright to all documentation such as calculations, drawings and the like that are provided in connection with the placing of an order. This documentation must not be made accessible by third parties, unless we grant the purchaser our express, written consent to this end.

III. Prices

- 1) Our prices are plus VAT applicable at the time of delivery. The VAT will be listed separately in the invoice.
- 2) If additional or increased public charges – in particular duties, levies, currency adjustments – occur between conclusion of contract and delivery due to altered legislation, we are entitled to add these to the agreed purchase price and to increase this accordingly.
- 3) In the case of the delivery of goods to countries outside the EU, the purchaser shall present confirmation of arrival or alternative proof on request. If this is not provided, we reserve the right to invoice the VAT applicable in the Federal Republic of Germany.

IV. Quantity, labelling

- 1) Our price calculations are based on the weight ascertained upon loading. Normal weight loss during transport is borne solely by the purchaser.
- 2) We are always entitled to deliver up to 10% more or less than agreed. The purchase price payable shall in the case of excess or a short delivery be increased or reduced accordingly.
- 3) The goods shall not be deemed packed and labelled for the end user within the meaning of the Food Information Act (Lebensmittel-Informationsverordnung).

V. Shipment, delivery

- 1) The goods always travel uninsured at in any case at the purchaser's risk. This also applies in the case of freight-paid delivery and irrespective of which means of transport is used. Transport insurance will be taken out only on the express wish of the purchaser, who will bear all costs in this regard.
- 2) In the absence of a deviating, written agreement, the choice of place of dispatch and transport route as well as means of transport is ours according to our reasonable discretion, without assuming liability for the cheapest and

fastest transport.

3) If the purchaser is to provide the means of transport, he is responsible for the timely provision of such. We must be informed of any delays in good time and the purchaser shall bear any resulting costs.

4) We are entitled to reasonable partial deliveries.

5) The specification of delivery or unloading times is always non-binding, unless otherwise expressly agreed in writing.

6) The beginning of the delivery period requires the clarification of all technical questions and the timely and proper fulfilment of priority purchaser obligations; the plea of non-performance of the contract remains reserved.

7) The delivery period is extended appropriately in the event of force majeure and other events that are unforeseeable and/or beyond our control (such as operational disturbances, strike, lockout, official orders, disruptions in the supply of raw materials, delayed deliveries from suppliers, poor harvests, crop failure, subsequent loss of export or import possibilities). This also applies if such events affect subcontractors and contracting suppliers. Such circumstances shall release us for the duration and scope of their effects from the duty to comply with agreed delivery or unloading dates. If the aforementioned delivery obstacles are not only of a temporary nature, they shall entitle us to withdraw from the contract, which shall not give rise to claims for compensation or otherwise by the purchaser.

8) If an agreed delivery or unloading date is exceeded – without the existence of an obstacle to delivery in accordance with No. 7 above – the purchaser shall grant us in writing a reasonable grace period of at least two weeks. If we also culpably fail to abide by this grace period, the purchaser is entitled to withdraw from the contract but shall not be entitled to seek compensation for non-fulfilment or delay, except in the case of intent or gross negligence on our part. If the delay in delivery is not based on a deliberate breach of contract by us, our liability for damages is limited to the foreseeable, typically occurring damage. If the delay in delivery attributable to us involves the culpable violation of an essential contractual obligation and liability arises pursuant to statutory, inalienable provisions, liability in accordance with the statutory provisions shall be limited in this case to the foreseeable, typically occurring damages.

9) If the purchaser is in default of acceptance or if he culpably violates other duties to cooperate, we are entitled to seek compensation for any costs incurred in this regard (including any additional expenses); further claims remain reserved. In addition, the risk of an accidental loss or damage of the goods is transferred to the purchaser at the point in time at which he defaults in acceptance or in other duties to cooperate.

VI. Duty to inspect and issue complaints

1) The quality of the goods shall be governed by commercial custom, unless otherwise agreed in individual cases (e.g. “according to examination” or “as per sample”).

2) In the case of the goods being delivered at an agreed place or in the event of pick-up, upon acceptance the purchaser is obligated in accordance with Section 377 of the German Commercial Code (HGB) to immediately

a) examine the delivery according to quantity, weights and packaging and to note any complaints in this regard on the delivery slip or consignment note or on the delivery receipt/disbursement slip of the cold store;

b) undertake, at least by means of representative samples, a quality test and to open the packaging (cartons, bags, tins, foils, etc.) in reasonable numbers and to check the goods themselves in terms of apparent order and condition, smell and taste, whereby at least random samples of frozen goods should be defrosted.

3) With regard to complaints about any defects, the purchaser must observe the following forms and deadlines:

a) The complaint must be submitted without delay and at the latest by the end of the working day on which the goods were delivered to the agreed destination or taken over. In the event of a complaint about a hidden defect which, despite a first inspection in accordance with subsection 2b above, has remained undiscovered, the following applies by way of derogation: The complaint must be raised no later than the end of the working day following discovery of the defect.

b) The complaint must be received by us within the aforementioned deadlines in writing. A complaint by

telephone is insufficient. A complaint is also irrelevant if it only concerns a representative, broker or agent.

c) The complaint must clearly state the type and scope of the alleged defect.

d) The purchaser is obligated to provide the disputed goods to us, our suppliers or an expert appraiser engaged by us for inspection at the inspection site.

4) Complaints in relation to quantity, weights and packaging of the goods are excluded if the note on the delivery slip, consignment note or delivery receipt as required pursuant to subsection 2a above is missing. Furthermore, every claim is excluded as soon as the purchaser mixes or sends on the delivered goods or begins with their processing.

5) In the case of complaints that are not on time or in the correct form, the goods are deemed accepted.

VII. Warranty, limitation of liability

1) Our warranty liability for defects of the goods requires that the purchaser has properly fulfilled his inspection and complaint duties in accordance with Section 377 HGB (see also VI. above).

2) In the case of the existence of a defect and compliance with Section 377 HGB by the purchaser, the purchaser is entitled to subsequent performance in the form of elimination of defect or to delivery of new, defect-free goods, at his discretion. In the case of elimination of defects, we are obligated to bear all expenses required for the purposes of eliminating the defect, in particular transport, travel, labour and material costs, insofar as these are not increased due to the goods being moved to a location other than the place of fulfilment. If subsequent performance fails, the purchaser is entitled to withdrawal from the contract or a price reduction, at his discretion.

3) We shall be liable according to the statutory provisions if the customer asserts claims for damages that are based on intent or gross negligence. Insofar as we are not charged with intentional breach of contract, liability for damages shall be limited to the foreseeable, typically occurring damages.

4) We are liable according to the statutory provisions if we culpably violate essential contractual obligations. Compensation in this case is limited to the foreseeable, typically occurring damages.

5) Liability for culpably injury to life, limb or health remains unaffected; this also applies for mandatory liability under the Product Liability Act (Produkthaftungsgesetz).

6) Unless otherwise regulated above, liability is excluded.

7) The limitation period for warranty claims is one year, counting from the beginning of the statutory period of limitation.

8) The purchaser may assign claims arising from legal transactions concluded with us only with our explicit consent.

VIII. Payment

1) Our purchase price claims are generally "net cash" and are payable immediately without any deductions. The statutory conditions apply with regard to delay in payment.

2) We accept cheques only by special arrangement and always only on account of payment.

3) The purchaser is entitled to offset only if his counterclaim is either legally established or not contested by us. The purchaser may only exercise his right of retention insofar as his counterclaim is based on the same contractual relationship.

4) The purchaser also owes us default interest on the purchase price from the beginning of default of payment. If the purchase contract involves a consumer, the interest rate is 5% above the base rate in accordance with Section 247 BGB. In the case of contracts between companies, the interest rate is 9% above the base rate and a fee of €40.00 is agreed.

5) We are entitled to offset payments of the purchaser first against his older debts, in accordance with Section 366 BGB. If costs and interest have already been incurred, the seller is entitled in accordance with Section 367 BGB to offset payments first against costs, then interest and finally the main debt.

6) If the purchaser no longer operates a proper business, if enforcement measures are taken against him, if a

cheque or a bill is protested, or if payments are slow or discontinued or if the purchaser applies for composition proceedings in or out of court or if bankruptcy proceedings are opened over his assets, we shall be entitled to call for immediate payment of all claims under the business relationship, even if bills or cheques have been accepted. The same shall apply if the purchaser shall be in payment default towards us or other incidents surface which give rise to doubts about his creditworthiness, in particular foreclosure procedures, primarily a declaration of assets. In addition, we are entitled in such cases to demand advance payment or a security deposit, or to withdraw from the contract.

IX. Retention of title

1) The goods supplied by us shall remain our property until the purchaser has discharged all claims from the business relationship (including any outstanding receivables from current accounts, as well as from refinancing or reverse bills).

2) The purchaser is entitled to resell the goods in the ordinary course of business. However, the purchaser cedes to us all claims which he acquires against his customers or third parties from resale up to the level of the final gross invoice amount (inc. VAT) of our claim, irrespective of whether the purchased item was resold without processing or after processing. We hereby accept the cession. The purchaser is authorised to collect this claim after assignment. Our authority to collect the claim remains unaffected. However, we undertake not to collect the claim, provided that the purchaser fulfils his payment obligations from the proceeds, does not default on payment and, in particular, no application to open settlement or insolvency proceedings has been made and there is no cessation of payment. If this is the case, however, we may demand that the purchaser informs us of the assigned claims and their debtors, provides all information necessary for their collection, submits all associated documentation and informs the debtors (i.e. the third parties) of the assignment.

3) The processing or transformation of the goods by the purchaser is always on our behalf. In this case, the expectant right of the ordering party to the goods shall continue for the altered object. If the goods are processed with other objects not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the goods (gross end amount including VAT) to the other processed objects at the time of processing. The same otherwise applies to the item resulting from the processing as does to the goods conditionally delivered by us. If the goods are inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods (gross end amount including VAT) to the other mixed items at the time of mixing. If mixing is carried out in such a way that the object of the purchaser can be regarded as the main object, it is agreed that the purchaser shall assign co-ownership to us on a pro-rata basis. The purchaser shall keep the solely owned or co-owned object in safe custody for us.

4) At the request of the purchaser, we undertake to release the securities to which we are entitled insofar as the realisable value of our securities exceeds the claims to be secured by more than 20%; we shall be responsible for selecting which securities to release.

5) In the case of third-party access to our conditional goods, the purchaser shall undertake to point out our ownership and to inform us without any delay. The purchaser shall bear the costs of intervention.

X. Final provisions

1) The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is our registered office.

2) The purchase contract with us including the present general terms and conditions is subject to only the law of the Federal Republic of Germany under the explicit exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG).

3) Should individual provisions of the user contract be or become ineffective or invalid, partially or in whole, the effectiveness of the contract as a whole shall remain unaffected. The parties undertake to replace the invalid or ineffective provision with an effective one that comes closest to the intended economic purpose. The same applies

in the case of the existence of a gap.

4) Changes or additions to this contract require the written form, unless otherwise agreed or permitted by law.

This also applies to the repeal of the relevant form. (Version: 01.03.2018)