



General terms and conditions

Isola Fish B.V. / Gebr. Kramer B.V. / Gebr. Kramer Frozen B.V.

Version 2.0

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Contents

1. General provisions.....	4
Article 1 Definitions	4
Article 2 Applicability of the general terms and conditions	4
Article 3 Court with competent jurisdiction and applicable law	5
Article 4 Coming into effect and refusal of an agreement.....	5
Article 5 Cancellation of an agreement	5
Article 6 Transfer of an agreement.....	5
Article 7 Duration and termination of an agreement	6
Article 8 Termination and suspension of an agreement.....	6
Article 9 Interim termination of an agreement for processing and/or storage	6
Article 10 Extra security prior to and during the term of the agreement.....	7
Article 11 Force majeure	7
Article 12 Complaints.....	7
Article 13 Offers and tenders.....	8
Article 14 Prices and other terms and conditions.....	8
Article 15 Changes of the prices/rates.....	9
Article 16 Execution of work outside an agreement.....	9
Article 17 Payment terms	9
2. Terms and conditions concerning sale and delivery.....	9
Article 18 Delivery.....	9
Article 19 delivery in parts and derogating quantity.....	10
Article 20 Liability concerning sale.....	10
Article 21 Retention of title	10
Article 22 Obligations on the part of the client concerning retention of title.....	11
3. Terms and conditions concerning processing and/or storage	11
Article 23 Processing and/or storage of goods	11
Article 24 Commencement and end of the storage and/or processing of goods	12
Article 25 Supply of the goods to be processed and/or stored.....	12
Article 26 Delivery.....	12
Article 27 Delay during the delivery or collection of the goods	13
Article 28 Loading and unloading by personnel of Isola Fish	13
Article 29 Inspection of the goods at entry.....	13
Article 30 Temperature.....	14



Article 31 Place of storage and relocation of the goods	14
Article 32 Interim taking back by the client of the goods	14
Article 33 taking back the goods after the termination of the agreement	15
Article 34 Goods over which costs must be paid	15
Article 35 Duties, taxes and statutory obligations, customs warehouse	15
Article 36 Risks and insurance to be taken out by the client	15
Article 37 Special measures	16
Article 38 Liability concerning storage and/or processing	16
Article 39 Damage to the cold store/freeze store.....	17
Article 40 Repairs of the cold store/freeze store space.....	17
Article 41 Claims by third parties	17
Article 42 Lapsing of claims against Isola Fish.....	17
Article 43 Right of retention and right of pledge	18
Article 44 Right of retention and right of pledge in the event of damage to the goods	18
Article 45 Public auction and private sale.....	18
Article 46 Transfer of ownership of the goods	18

1. General provisions

Article 1 Definitions

In these general terms and conditions the following concepts are taken to mean:

1. Contractor: Isola Fish B.V. and/or Gebr. Kramer Frozen B.V. and/or Visverwerkingsbedrijf Gebr. Kramer B.V. in (8321 EA) Urk at Industrierondweg 11, hereinafter jointly referred to as: Isola Fish. All this depends on the assignment.
2. Client: every natural person or legal entity with whom/which Isola Fish enters into an agreement or is in negotiation with regarding the concluding of an agreement.
3. Work: all work for which an assignment is provided or that will be executed by Isola Fish on another basis. The above applies in the broadest sense of the words and consists in any event of the work as set out in the confirmation of the assignment.
4. Agreement: every arrangement made between the client and Isola Fish for the execution of work by Isola Fish for the benefit of the client, in conformity with the provisions of the confirmation of the assignment.
5. Cold store: every space used by Isola Fish in which goods can be stored and/or processed for cooling with the aid of temperature control measures. The temperature in the cold store will in general amount to 0 degrees Celsius.
6. Freeze store: every space used by Isola Fish in which goods can be stored and/or processed for freezing with the aid of temperature control measures. The temperature in the freeze store will in general amount to less than 0 degrees Celsius.
7. Safekeeping: one or more of the following acts:
 - the entry/removal of goods in/out of a cold store/freeze store, whereby the entry/removal is done by Isola Fish, or by third parties engaged by it;
 - the keeping in storage, the treatment and/or processing (including packaging, filleting and coating in crumbs) cooling or freezing of goods in the cold store/freeze store and/or related space on the condition that if and insofar as this is done by Isola Fish, or by the third parties engaged by it;
8. Warehouse receipt: a document stating warehouse receipt or a delivery order that is duly signed by or on behalf of Isola Fish, which states that the holder of the document is entitled to receive the quantity of goods stated in the document of a specific type from Isola Fish.
9. Warehouse receipt holder: the holder of a warehouse receipt.
10. Storage: conditioned spaces and "dry" storage inside as well as outside.
11. Outside temperature: the outside temperature recorded by the Royal Netherlands Meteorological Institute (Dutch KNMI) for any day and at any time on this day in any region of the Netherlands.
12. Storage temperature: the temperature expressed in Celsius and agreed between Isola Fish and the client, at which the goods must be stored and/or processed in a cold store/freeze store. This temperature will be recorded by Isola Fish.
13. Product temperature: the temperature in Celsius agreed between Isola Fish and the client and as constant as possible, measured in the core of a product or packing unit. The product temperature will only be taken and recorded by Isola Fish if this has been expressly agreed between parties at the entering into of the agreement.

Article 2 Applicability of the general terms and conditions

1. These general terms and conditions apply to all offers, tenders, assignments, legal relationships and agreements, by whatever name, for which Isola Fish undertakes/will undertake to execute work for the client, as well as all work ensuing therefrom for Isola Fish. The applicability of the general terms and conditions of the client is expressly rejected by Isola Fish.
2. Derogations from and addendums to these general terms and conditions will only be valid if these have been expressly agreed in writing between parties.
3. Isola Fish will be entitled to amend or add to the general terms and conditions.

4. In the event that these general terms and conditions and the confirmation of the assignment contain inconsistent terms and conditions, the terms and conditions included in the confirmation of the assignment will apply.
5. The underlying assignment/agreement - together with these general terms and conditions - represents the complete arrangements between the client and Isola Fish with regard to the work for which the agreement is concluded. All arrangements or proposals made earlier between parties related to this matter will lapse.
6. The client with whom an agreement has been concluded before, subject to these general terms and conditions, will accept the applicability of these general terms and conditions to all later offers and agreements between the client and Isola Fish.
7. These general terms and conditions also apply to all agreements, in the course of which third parties must be involved for the performance thereof.
8. These terms and conditions are originally drawn up in the Dutch language. The Dutch text will be binding during any difference of opinion regarding the contents of these terms and conditions.
9. If laws, regulations, guidelines and/or rules and instructions from authorities are amended after the coming into effect of the agreement, these amendments will form part of the agreement. If these amendments entail costs, Isola Fish will be permitted to charge on these costs to the client.
10. If one or more provisions of these general terms and conditions are null and void or might be declared void, the remaining provisions of these general terms and conditions will remain fully applicable. Parties will in that case conduct consultation in order to agree to new provisions for the replacement of the null and void or voided provisions, in doing so, the purpose and meaning of the null and void or voided provision will be taken into account as far as possible.
11. In the event of international agreements, the business terms used in offers, order confirmations, or otherwise, must be interpreted in accordance with the International Rules for the Interpretation of business terms (ICC Incoterms), as these are in effect at the concluding of the agreement.
12. If Isola Fish executes, or must execute, domestic transport, the General Conditions of Transport (Dutch AVC) will apply. If this concerns cross-border transport, the CMR conditions will apply. In the event of conflict between the General Conditions of Transport/CMR conditions and these general terms and conditions, these general terms and conditions will apply.

Article 3 Court with competent jurisdiction and applicable law

The law of the Netherlands exclusively applies to all agreements, which these general terms and conditions apply to. All disputes that might arise with reference to agreements, which these conditions apply to, or with reference to other agreements related thereto, will be exclusively adjudicated by the court with competent jurisdiction in the place where Isola Fish is established, unless Isola Fish decides to make the proceedings pending before another court with competent jurisdiction.

Article 4 Coming into effect and refusal of an agreement

The (verbal) agreement will come into effect by means of confirmation in writing by Isola Fish. Isola Fish retains the right to refuse the agreement without statement of reasons.

Article 5 Cancellation of an agreement

Unilateral cancellation of an agreement by the client due to a cause that is at the client's expense and risk will not be possible. Insofar as the client nevertheless wishes to cancel the agreement, this can exclusively take place by means of a request in writing to Isola Fish for this purpose. The costs of the cancellation will be at the client's expense, unless parties have expressly agreed otherwise.

Article 6 Transfer of an agreement

Isola Fish is permitted to transfer the rights and obligations under the agreement to a third party, provided that the continuity of the existing agreement is sufficiently safeguarded.

Article 7 Duration and termination of an agreement

An agreement that is entered into for a specific period will terminate by the mere expiry of this specific period, unless parties have agreed otherwise in writing. In the event of an agreement that is entered into for an indefinite period, parties will have the right to terminate the agreement with due regard to a notice period of one month. The notice of termination must take place by registered letter with effect from the end of a calendar month.

Article 8 Termination and suspension of an agreement

1. Isola Fish will have the right, without prejudice to its rights on the basis of the agreement, to immediately demand payment of its claims whereby the client will be immediately in default by operation of law, to suspend the (further performance of) the agreement, to terminate the agreement and/or to claim compensation in the event that:
 - there are obvious misgivings regarding the solvency of the client. This is in any event taken to mean the situation when it appears to Isola Fish that the client owes due and payable amounts to third parties, the client is declared insolvent, has applied for moratorium, or if the client loses the power of disposal of (parts of) the client's assets;
 - attachment is levied on the client's goods, whether or not these are held by Isola Fish;
 - if the client offers a composition to the client's creditors;
 - if the client is in default of the fulfilment of any obligation towards Isola Fish, or if there are good grounds present that cause fear that the client will not fulfil the obligations on the part of the client;
 - if the client ceases the running of the client's business, or if a change of ownership/shareholder takes place;
 - the client omits to provide sufficient security for the performance of the agreement, as agreed at the concluding of the agreement.
2. Isola Fish will be entitled to terminate the agreement if circumstances occur with regard to persons and/or materials, which Isola Fish requires for the performance of the agreement, and as a result of which the performance of the agreement becomes impossible, or to such an extent onerous and/or disproportionately expensive, that the performance of the agreement can no longer be required in all reasonableness.
3. If the agreement is entered into subject to a resolutive condition and the termination is invoked, the party that invokes the termination with statement of reasons must demonstrate that the resolutive condition applies.
4. The client is not permitted to rely on a right of suspension towards Isola Fish.

Article 9 Interim termination of an agreement for processing and/or storage

Isola Fish always has the right to terminate the agreement prior to the date of expiry, or prior to the completion of the work, without notice of default, if an urgent cause is present for this purpose according to criteria of reasonableness and fairness. An urgent cause will be inter alia present in the following situations:

- the client does not in a timely manner or does not properly fulfil the agreed obligations;
- the stored goods give cause to fear the loss of, or damage to, other goods, persons and/or animals;
- the quality of the goods deteriorates, there is potential decay, and the client does not provide any clear instructions for the prevention or solution thereof;
- the cold store/freeze store that is necessary for the performance of the agreement is no longer useable as a result of fire or other emergencies;
- the stored goods are rejected by an authorised government agency, or are no longer permitted in the Netherlands;
- the client is declared bankrupt or goes into liquidation and/or applies for moratorium;
- raw materials are not available (no longer available) due to unforeseen circumstances.

Article 10 Extra security prior to and during the term of the agreement

1. Isola Fish has the right to require (extra) security, prior to as well as during the term of the agreement, in the situations as referred to in article 8 subclause 1.
2. If there is a situation as referred to in article 8 subclause 1, all agreed payment terms will lapse and all invoices or claims of Isola Fish against the client will be immediately due and payable in full.
3. Isola Fish will be entitled to record an amount, prior to the release of the cargo, which amount must be paid in advance by the client, to cover in this matter the costs of the release, the accompanying work, and any other costs still to be paid.
4. If the client refuses to provide (extra) security, or to execute a payment within the meaning of the previous subclause, Isola Fish will be entitled to terminate the agreement, or to rely on a security interest. Isola Fish will not be obliged towards the client to pay any compensation hereby. The client must compensate all damage suffered by Isola Fish due to this.

Article 11 Force majeure

1. Force majeure is taken to mean every failure in the performance of the agreement the cause of which cannot be attributed to fault on the part of Isola Fish and for which Isola Fish is not accountable for by law, a legal act, or according to generally accepted standards.
2. Force majeure concerns all external causes, that are direct or as the case may be indirect, foreseeable or unforeseeable, as a result of which Isola Fish cannot fulfil its obligations under the agreement.
3. Force majeure on the part of Isola Fish as well as on the part of another business that is involved directly or indirectly in the performance in any event includes:
 - strike actions, fire and other emergencies that prevent or limit the business operations;
 - breakdown of the cooling/freezing installations;
 - late or improper execution of an order by suppliers;
 - circumstances that Isola Fish could not have foreseen and that are beyond the control of Isola Fish, which cannot be required from Isola Fish in all reasonableness;
 - obstructive measures of authorities;
 - transport restrictions;
 - wars, riots, disturbances and other irregularities, which prevent the performance of the agreement;
 - the natural capacity of goods;
 - changes of quality due to the passing of time;
 - mould and internal decay;
 - fermentations, rust, leakage, freezing, melting, congealing;
 - gasification, drying out, weight loss, leakage and decay;
 - damage caused by rats, mice, insects, worms and other vermin;
 - damage caused by other goods;
 - hidden defects of cooling/freezing buildings and/or cooling/freezing installations;
 - all other circumstances that Isola Fish could not have prevented in all reasonableness.
4. If there is force majeure on the part of Isola Fish, it will have the right to suspend the performance of the agreement, or to terminate the agreement wholly or in part. Isola Fish will not be obliged towards the client to pay any form of compensation hereby.
5. If, due to the aforesaid circumstances the fulfilment of the obligations to deliver is delayed by more than three months, parties will be entitled to terminate the agreement by means of notice in writing thereof to the other party.

Article 12 Complaints

1. The client will be obliged to inspect (have inspected) the goods at delivery, or as quickly as possible thereafter. Whether the delivered goods and the quantity are correct, and/or if the quality

requirements of the delivered goods correspond with the agreement, must be inspected. If no quality requirements have been agreed, parties can proceed from the requirements that can be set out for normal use and/or normal purposes.

2. If there are defects of the delivery, the client must report this to Isola Fish within 12 hours after the delivery, and this will be confirmed in writing to Isola Fish within three days after the delivery date. In the event of a complaint not being forthcoming in a timely manner, the delivery will be deemed to be accepted.
3. The starting point for the assessment of the defects is the condition of the goods at the time of the delivery. If the client report the defects in a timely manner, and after the receipt of the confirmation in writing Isola Fish is of the opinion that the complaints made by the client are well-founded, Isola Fish will at its discretion replace the defective part of the goods concerned, or repay (a part of) the purchase price. Under no circumstances will the value of the performance of Isola Fish exceed the price of the defective part of the delivered goods.
4. Isola Fish will never be liable for any damage arisen as a result of defects of the processed, stored and/or delivered goods, and it will also not be obliged to any performance other than the replacement or repayment, as referred to above in subclause 3 of this article.
5. Noticing defects of the delivery will not give the client any right to suspend the payment obligations. Isola Fish will be entitled to suspend the fulfilment of its obligations as soon as the client does not fulfil the obligations on the part of the client under this agreement.
6. Minor differences between the delivered goods and that which parties have agreed to will not provide any ground for complaints.
7. There is no obligation whatsoever vested in Isola Fish with regard to the submitted complaint if the client has not completely and in a timely manner fulfilled the obligations on the part of the client.
8. If, after the delivery, the goods have changed by their nature and/or composition, are processed or adapted wholly or in part, or as the case may be damaged or transferred, every right of complaint will lapse.
9. The complaint period for the invoices sent by the custodian amounts to 8 days after the delivery date. If no complaint is made within this period, the invoice will be deemed to correctly represent the storage and/or processing costs charged therein.

Article 13 Offers and tenders

1. All offers and tenders are without obligation, unless a period for acceptance is stated in the offer. If no period is referred to, Isola Fish can withdraw the offer until two days after receipt of the approval from the client.
2. Prices/rates and other terms and conditions are based on the type and dimensions of the goods. Part orders will give the right to Isola Fish to change the prices/rates set out in the offer or tender.
3. If the acceptance derogates from the supply included in the offer, Isola Fish will not be bound by this. In that case the agreement will not come into effect in accordance with this derogating acceptance, unless Isola Fish states otherwise in writing.
4. A combined quotation will not oblige Isola Fish to deliver a part of the goods included in the offer or tender at a price corresponding to a part of the stated quotation.
5. Offers and tenders do not apply automatically to repeat orders.

Article 14 Prices and other terms and conditions

1. The agreed prices/rates only concern the work included in the agreement.
2. All other costs will be charged at the rates and under the terms and conditions that are usual for Isola Fish and in the sector.
3. Unless parties have agreed otherwise, the costs of the delivery and supply will be at the client's expense in addition to the agreed prices that are included in the agreement.
4. All prices/rates are excluding VAT and excluding taxes and duties.

5. Isola Fish has the right to claim an advance payment of the agreed price/rate wholly or in part.

Article 15 Changes of the prices/rates

1. If the cost price of Isola Fish changes due to changes in the labour costs, or as a result of facts and circumstances that are not at the expense and risk of Isola Fish, or that ensue from government regulations, which were not known by Isola Fish at the time of the coming into effect of the agreement, this change in the cost price can be charged on to the client by means of changing the agreed prices/rates.
2. The client will be informed as quickly as possible of the changes of the agreed prices/rates, which will come into effect no later than three months after the notification thereof.
3. If the energy prices increase at once by 5% Isola Fish will be entitled to charge on this increase of the energy cost to the client from the time when the new energy prices start to apply to Isola Fish.

Article 16 Execution of work outside an agreement

If the client wishes to have work executed, which falls outside the agreement, this will be charged on to the client at the prices/rates and under the terms and conditions of the agreement, or in the absence thereof, at the prices/rates that are usual in the sector. This work also falls under the effect of these general terms and conditions, always provided that the work that Isola Fish cannot execute, or does not want to execute, can be executed by a third party by or on behalf of Isola Fish under the supervision of Isola Fish and in exchange for payment for the supervision.

Article 17 Payment terms

1. All amounts owed by the client to Isola Fish must be paid by the client without any application of set-off.
2. At the entering into of an agreement Isola Fish will be entitled to request an advance payment of 100% of the purchase price.
3. For payment per invoice the payment must take place within 30 days after the invoice date (payment term), in the manner to be stated by Isola Fish and in the currency stated in the invoice, unless parties have agreed otherwise in writing.
4. If the client has not paid within the payment term referred to in subclause 3, the client will be in default by operation of law and Isola Fish will have the right, without any requirement of further demand or notice of default, from the due date of the invoice to charge default interest of 2% per month over the invoiced amount to the client, unless the statutory interest is higher, in which case the statutory interest will be owed, all this without prejudice to the further rights of Isola Fish.
5. Objections to the amount of the invoice will not suspend the payment obligations.
6. The client will owe all costs that must be incurred for the collection of the claim.

2. Terms and conditions concerning sale and delivery

If provisions under this part of the general terms and conditions derogate from that which is included under the general provisions part of these general terms and conditions, the provisions as included in this part of the general terms and conditions will apply.

Article 18 Delivery

1. Delivery will take place ex-factory/ex-warehouse of Isola Fish, unless otherwise agreed between parties.
2. The goods will be at the client's expense and risk from the time of the delivery.
3. The client will be obliged to take delivery of the goods at the time when Isola Fish delivers or has delivered these to the client, or as the case may be at the time when these are made available to the client in accordance with the agreement.

4. If the client does not take receipt of the goods after delivery, or omits to provide the information or instructions concerning the delivery, Isola Fish will be entitled to store the goods at the client's expense and risk, for a period of fourteen days after the delivery. From that time the client will be in default by operation of law and will owe all additional costs, including in any event the storage costs. Following the expiry of the period of fourteen days Isola Fish will be released from its obligations, without prejudice to the full effect of the obligation on the part of the client of payment of the price.
5. If the client refuses to immediately take receipt of the goods offered to the client and/or requests suspension of the delivery until a time to be further agreed, and Isola Fish agrees to the suspension of the delivery, the goods will be stored at the client's expense and risk.
6. The delivery periods applied by Isola Fish are indicative. The exceeding by Isola Fish of the agreed delivery period will not result in any default and will not result in any obligation to compensate towards the client, unless parties have expressly agreed otherwise in writing. In the event of the exceeding by Isola Fish of the agreed delivery period, the client will not be entitled to rely on any power to suspend or on the termination of the agreement. Isola Fish will be entitled to change the manner of delivery.

Article 19 delivery in parts and derogating quantity

1. Isola Fish will be entitled to deliver in parts. This will be separately invoiced.
2. Isola Fish will be entitled to deliver 10% more or less than was agreed with a minimum of 1 kilogramme. In that case the agreed price will be reduced, or respectively increased, proportionally to the delivered quantity.

Article 20 Liability concerning sale

1. The liability is limited to the amount that is paid by the liability insurance of Isola Fish.
2. Isola Fish will never be liable for the smell, colour and taste of the goods.
3. Isola Fish will never be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption.
4. If no payment by the liability insurer of Isola Fish takes place, for any reason whatsoever, the liability will be limited to a maximum of the invoice amount charged. Under no circumstances will the total compensation of the damage amount to more than € 25,000 per incident, whereby a series of related incidents applies as one single incident.
5. The client indemnifies Isola Fish against all claims by third parties for compensation.
6. The provisions of this article will not affect the statutory liability on the part of Isola Fish pursuant to mandatory legal provisions.

Article 21 Retention of title

1. All goods delivered and still to be delivered remain the exclusive property of Isola Fish, until all claims that Isola Fish has or will acquire are paid in full. This must be taken to mean in any event:
 - the consideration(s) with regard to the delivered or to be delivered goods itself.
 - the consideration(s) with regard to services provided or to be provided by Isola Fish pursuant to the agreement(s);
 - any claims due to the failure by the purchaser to comply with (a) purchase agreement(s).
2. The consequences under property law of this retention of title are governed by the law of the country of the territory where the goods are situated at the time of the delivery, unless there are goods for export. In that event the consequences under property law of the retention of title will be governed by the country of destination, subject to the condition that the right of the country of destination contains more favourable provisions for Isola Fish than the country where the goods are situated at the time of the delivery.

3. If the goods delivered subject to retention of title are processed, adapted or mixed, Isola Fish will immediately acquire the right of co-ownership for an amount equal to the value of the goods in which the goods are processed, adapted, or mixed.
4. If the client does not fulfil the obligations on the part of the client under the agreement, or if there is well-founded fear in existence that this fulfilment will not take place, Isola Fish will be entitled, without any notice of default, to remove or have removed the goods delivered subject to retention of title from the client, or from third parties who hold the goods for the client, whereby Isola Fish will have the right to claim compensation.
5. The client provides unconditional and irrevocable permission to Isola Fish, or to the third parties to be appointed by Isola Fish, to enter all locations where the property of Isola Fish is situated and to remove the goods or have the goods removed.

Article 22 Obligations on the part of the client concerning retention of title

1. The client will be obliged to ensure careful treatment. The client is not permitted to use, to transfer the ownership to third parties, to pledge, or to establish other rights on the goods that are not yet fully paid for, unless this is the usual processing in accordance with the designated use of the goods.
2. The client will be obliged to keep the goods delivered subject to retention of title as the recognisable property of Isola Fish.
3. The client is only permitted to sell on the goods delivered subject to retention of title in the context of the usual business operations, whereby the same retention of title will be made as in these terms and conditions, and will never use these as a means of payment.
4. If third parties levy attachment on the goods delivered subject to retention of title, or as the case may be wish to establish or enforce rights thereto, the client will be obliged to inform Isola Fish of this as quickly as possible.
5. The client will be obliged to sufficiently insure and keep insured the goods delivered subject to retention of title against the damage that is usual in the sector, in any event against theft, transport, fire, explosion and water damage. The client must upon request submit the insurance policy to Isola Fish.

3. Terms and conditions concerning processing and/or storage

If provisions under this part of the general terms and conditions derogate from that which is included under the general provisions part of these general terms and conditions, the provisions as included in this part of the general terms and conditions will apply.

Article 23 Processing and/or storage of goods

1. At the entering into of the agreement for storage and/or processing of goods, the client must submit to Isola Fish a proper and sufficiently detailed description in writing of the goods, which will include in any event the characteristics of the goods, which are important for the proper performance of the agreement.
2. Isola Fish will not be responsible for the consequences of incorrect, misleading and incomplete descriptions. The client indemnifies Isola Fish against the consequences ensuing therefrom, however arisen.
3. The processing and/or storage of the goods delivered by the client will take place in accordance with the instructions to be provided by the client. The client must submit all instructions related to the storage and/or processing of the goods in writing to Isola Fish.
4. If no instructions in writing are provided by the client to Isola Fish, Isola Fish will store and/or process the goods at its discretion and in a manner that is usual in the sector. Isola Fish will not be liable for the damage that ensues from the failure to submit instructions in writing to Isola Fish.

5. The provision of (detailed) assignments to Isola Fish will not release the client from the client's personal responsibility and care to, if necessary regularly, inspect the goods offered by the client for storage and/or processing in the cold store/freeze store.
6. The client will have the option to inspect the cold store/freeze store before the goods are stored and/or processed. The client must make an appointment with Isola Fish for this purpose.
7. The provisions of this article are in particular important in situations whereby there is a critical temperature limit and/or other critical circumstances that can be of significance for the correct storage/processing of the goods.
8. The processing periods/delivery periods that are applied by Isola Fish are indicative. Some exceeding of the agreed period by Isola Fish will not result in default and will not result in any obligation to compensate the damage suffered by the client. In that case the client will also not be entitled to invoke any power to suspend or to terminate the agreement.

Article 24 Commencement and end of the storage and/or processing of goods

1. A commencement will have been made by Isola Fish of the storage and/or processing of the goods:
 - if the goods are unloaded by personnel of Isola Fish at entry: as soon as the personnel has accepted a package of the consignment of goods;
 - if the goods are not unloaded by personnel of Isola Fish at entry: as soon as the personnel that execute the unloading has placed a package of the consignment at the designated place in the cold store/freeze store.
2. The storage and/or processing of goods has ended:
 - If during the removal the goods are loaded by personnel of Isola Fish: as soon as the personnel has placed the package concerned of the consignment at the designated place, which is either in the vehicle or vessels, or as the case may be at another location for removal;
 - If the goods are not loaded by personnel of Isola Fish at removal: as soon as the packages concerned of the consignment is accepted by the personnel that executes the removal.
3. Without prejudice to the provisions of these general terms and conditions, the safekeeping fee and additional costs will be owed to Isola Fish over the entire period for which the space is made available to the client for the goods involved.

Article 25 Supply of the goods to be processed and/or stored

1. The client will ensure the supply of the goods to be processed and/or stored in a timely manner.
2. Unless otherwise agreed between parties, the goods will be delivered to Isola Fish in a good condition and - if packaged - in a properly packaged condition and clearly marked. Isola Fish will not be liable for damage resulting from bad or unsuitable packaging.
3. If the goods are externally visibly damaged or arrive without clear marking, Isola Fish will refuse these goods stating reasons.
4. On receipt of the goods Isola Fish will issue a delivery receipt to the client. This delivery receipt will serve as evidence that the goods represented therein have been received by Isola Fish for safekeeping and/or processing at the expense of the client concerned.
5. If, prior to Isola Fish being able to take receipt of the goods, the goods must comply with government regulations, the client must personally ensure this. For this reason Isola Fish will never be liable for damage resulting from non-compliance with a government regulation. The client expressly indemnifies Isola Fish against all (financial) consequences thereof.

Article 26 Delivery

1. The delivery of goods to the client will be deemed to take place at the time when Isola Fish has these goods ready for dispatch in its company, and/or Isola Fish has informed the client that the goods are ready for taking receipt of.
2. If it has been agreed that Isola Fish will deliver the goods to an address stated by the client, Isola Fish will have fulfilled this obligation by means of once offering the goods at this address. The client

cannot rely on the fact that the goods are not taken receipt of, or the goods are taken receipt of on behalf of the client by an unauthorised recipient.

3. The costs of delivery and supply will be at the client's expense, unless parties have agreed otherwise. In the event that the goods are not taken receipt of, the costs ensuing therefrom, such as the return cargo and storage will be at the client's expense.
4. If the client does not take receipt of the goods after delivery, or omits to provide the information or instructions concerning the delivery, Isola Fish will be entitled to store the goods at the client's expense and risk, during a period of fourteen days after the delivery. From that time the client will be in default by operation of law and will owe all additional costs, including in any event the storage costs. Following the expiry of the period of fourteen days Isola Fish will be released from its obligations, without prejudice to the obligation on the part of the client of payment of the price.

Article 27 Delay during the delivery or collection of the goods

If the client informs Isola Fish that the goods will be delivered to or collected from Isola Fish at a specific time, and special action or effort from Isola Fish is necessary for this, and the client does not properly deliver or collect the goods in a timely manner, the client will be liable for all damage and costs ensuing therefrom. The client indemnifies Isola Fish against all claims related thereto, which third parties might institute against Isola Fish.

Article 28 Loading and unloading by personnel of Isola Fish

1. If the loading and unloading from vehicles is done by personnel of Isola Fish, the client will be responsible for ensuring that Isola Fish will receive clear and sufficient instructions in a timely manner concerning the loading and unloading. If the client omits to provide such instructions, with the result that goods are mixed, or incorrectly loaded or unloaded, the client will be liable for this. In that event the client will owe a payment to Isola Fish for any sorting or loading and unloading in another manner of the consignment of goods. Isola Fish will never be liable for this.
2. If the loading and unloading of the goods is done by Isola Fish, this will always be on the assignment from the client, or from a carrier engaged by the client. For this reason Isola Fish will never be liable for any overloading. The client therefore expressly indemnifies Isola Fish.
3. If loading or unloading is done by or on behalf of the client, the determining of the time of the loading and unloading will take place at the client's risk. Isola Fish will never be liable for damage resulting from:
 - the wrong time of loading and/or unloading;
 - a prolonged stay at the loading and unloading bays;
 - the prevalent outside temperature at location at the time of the loading and/or unloading.

Article 29 Inspection of the goods at entry

1. At the entry of the goods Isola Fish will record the number of packages, unless this is not possible from a practical point of view, or if this cannot be required from Isola Fish, in which case the weight of the goods will be recorded by Isola Fish.
2. Isola Fish will not be obliged to inspect, weigh, or measure the goods, and also not to inspect the goods to determine the nature thereof, unless an assignment in writing has been received for this and subject to the provisions of subclause 1 of this article.
3. If Isola Fish has obvious misgivings whether the contents and the nature of the goods are correctly set out, Isola Fish will always be entitled, but not obliged, to take a sample.
4. If specific expertise is required for an inspection, this expertise will be hired by Isola Fish at the client's expense. Isola Fish will not be liable for the findings of the engaged expert.
5. If Isola Fish notices that the number, weight, size, or the nature of the goods is stated incorrectly, Isola Fish will have the right to terminate the agreement with immediate effect. All costs of the inspection as well as the damage suffered or to be suffered by Isola Fish as a result thereof will be at the client's expense.

6. Isola Fish will never be responsible towards the client for the description and/or specification of the goods acquired in storage and/or processing.
7. The date acquired by weighing with regard to the gross weight of the goods can be used by Isola Fish as the basis for the calculation of the payment accruing to Isola Fish pursuant to the agreement.
8. Isola Fish does not execute any entry checks whatsoever of the goods offered to it for storage and/or processing, other than on the number of packages, weight and externally observable characteristics concerning the nature and type. Isola Fish is not obliged to any further inspection, unless otherwise agreed between parties.

Article 30 Temperature

1. If no storage temperature has been agreed between the client and Isola Fish, Isola Fish will determine the storage temperature to the best of its knowledge and the data collected by it. Isola Fish will not be liable for damage as a result of the choice of storage temperature accordingly made.
2. Isola Fish will check the storage temperature at least twice every 24-hour period - with the exception of the days when the cold store/freeze store is closed - and will ensure that this temperature is as much as possible maintained. Minor fluctuations will not be regarded as derogations.
3. Objections to derogations from the agreed storage temperature must be reported in writing to Isola Fish immediately after the noticing thereof.
4. If the client offers goods for storage by Isola Fish, which are sensitive to carbon dioxide, require a critical storage temperature, or other special attention, the client must expressly report this in writing and in advance to Isola Fish. If this is not expressly reported in writing to Isola Fish, Isola Fish will not be liable for the consequences ensuing therefrom.

Article 31 Place of storage and relocation of the goods

1. Isola Fish is always entitled to store the goods in such a space and in each cold store/freeze store that Isola Fish can make available for this. The starting point thereby is that the space, regarded in a general sense, must be suitable for the purpose intended by parties with the agreement.
2. Unless parties agree otherwise in writing, Isola Fish is always entitled to transfer the stored goods to another cold store/freeze store, provided that this cold store/freeze store is suitable for the type of goods concerned. In this situation Isola Fish remains the contractor and the original client remains the client.
3. Prior to transferring the goods to another cold store/freeze store Isola Fish will inform the client of this in writing or by email with statement of the address of the cold store/freeze store concerned, to provide the client with the opportunity to inspect the cold store/freeze store concerned. Informing in writing or by email will be dispensed with if prompt transfer of the goods to another cold store/freeze store is unavoidable.
4. If the client does not object, in writing or by engagement letter within 12 hours (on working days) after receipt of the statement referred to above, to the transfer of the goods to another cold store/freeze store, the client will be deemed to have agreed to the transfer and the security interests of Isola Fish apply in full hereby.
5. The costs attached to the transfer of the goods, as well as the transport risk, will only be at the client's expense if the transfer must take place in the interests of the goods, or as a result of circumstances that cannot be attributed to Isola Fish in accordance with the requirements of reasonableness and fairness.

Article 32 Interim taking back by the client of the goods

With due regard the provisions of these general terms and conditions, the client will always have the right to take back the client's goods after payment of all amounts owed by the client to Isola Fish.

Article 33 taking back the goods after the termination of the agreement

1. The client will be obliged to take back the client's goods no later than on the last day of the period for which the agreement runs, this will be after payment of all that which is owed to Isola Fish and after returning the warehouse receipt or delivery-order if this has been issued for this, unless Isola Fish agrees to an extension of the agreement.
2. If the client does not fulfil the obligations on the part of the client, Isola Fish will be entitled to take all measures necessary for the clearance of the cold store/freeze store, including the relocation of the goods to another cold store/freeze store. All measures will be at the client's expense and risk. Isola Fish has thereby the right to compensation of all direct or indirect costs and damage resulting from the non-fulfilment of the obligations.

Article 34 Goods over which costs must be paid

1. Isola Fish will never be obliged to accept goods over which costs and charges of whatsoever nature must be paid, unless sufficient security is provided to Isola Fish.
2. The client will be liable for and indemnifies Isola Fish against all charges and costs of whatsoever nature that must be paid related to the goods.
3. All costs and charges, by whatever name, which must be paid at arrival or in arrears, must be paid by the client by means of advance payment. No interest will be paid over this because this advance payment is short-lived by its nature.
4. The invoices received by Isola Fish concerning costs and charges, however described, will be accepted by Isola Fish as accurate and correct, unless the client has in advance objected thereto. Isola Fish will never be liable for and will never be obliged to claim back costs and charges, however described, which have been paid in excess by Isola Fish, unless Isola Fish has not observed the requisite care in accordance with the requirements of reasonableness and fairness.

Article 35 Duties, taxes and statutory obligations, customs warehouse

1. If the goods are subjected to tax regulations and/or government regulations, the client must always provide all information in a timely manner, which is required by Isola Fish to enable it to submit the statements concerned. The client will be liable for all incorrect data that is provided by or on behalf of the client to Isola Fish.
2. Isola Fish will not be liable in any manner whatsoever for the accuracy of the data set out in a waybill. Isola Fish will only be liable for the inspection of weights, the number of packages and the description of the goods, if this is externally observable for Isola Fish. The client expressly indemnifies Isola Fish against all damage that might ensue from a waybill that is incorrectly filled in on the basis of a statement of the client.
3. Isola Fish will never be liable for any documents whatsoever, unless there is a statutory obligation for this purpose, or if this has been expressly agreed in writing between parties.

Article 36 Risks and insurance to be taken out by the client

1. The storage and/or processing of goods in a cold store/freeze store will be at the client's expense and risk. For this reason the client must take out sufficient insurance to cover all risks that can affect the goods provided for storage and/or processing during the period of the agreement.
2. When taking out insurance for the goods, the client must assume that the goods can also be stored at another location.
3. In all events when the goods that are entrusted to Isola Fish are insured, and in the event that damage has arisen, the client will be obliged upon request from Isola Fish, to pledge the client's claim against the insurer to Isola Fish for security of all that which the client owes to Isola Fish.
4. If in the event of damage to or loss of the goods, which are entrusted to Isola Fish, due to fire or another cause, cooperation from Isola Fish is requested for determining the damage or loss concerned, Isola Fish will be entitled to claim payment from the client of the costs attached

thereto, including remuneration of its employees, by means of an advance payment, or as the case may be by means of providing security for this.

Article 37 Special measures

1. Without prejudice to the provisions of the articles above, Isola Fish has the right to immediately take, at the client's expense and risk, all measures deemed necessary by Isola Fish including the destruction of the goods, if the measures are necessary according to criteria of reasonableness and fairness for the prevention of the danger of loss of or damage to (other) goods or the cold store/freeze store, or as the case may be death or personal injury of persons/animals. All costs ensuing from this will be at the client's expense. Isola Fish will inform the client/warehouse receipt holder of the measures that have been taken.
2. On the basis of this article Isola Fish will always be entitled to sell (have sold) at auction the goods that are removed from the cold store/freeze store, which sale will be at the client's expense. If due to the condition of the goods urgency is required, the public auction will be equated with a private sale for the limitation of the damage, whereby the price will be at least the average of the value recorded by two independent valuers in the event of a forced private sale.
3. Isola Fish will not proceed with a public auction before the client has been demanded, if possible by registered letter, to collect the goods in exchange for payment of all amounts owed related to the storage and/or processing, and the client remains in default of this payment within one week. The sale can take place within a shorter period if the condition of the goods makes this necessary according to criteria of reasonableness and fairness.
4. Isola Fish will be obliged to pay the proceeds of the goods to the client, after deduction of all costs ensuing from the sale and any claims against the client, if possible within one week after receipt of the proceeds. If this is not possible, the amount will be kept on deposit.
5. If it is necessary for the preservation of the goods provided for safekeeping to execute extra work or to incur extra costs, the client will be obliged to pay these costs to Isola Fish, also if this extra work or extra costs ultimately do not have the effect of causing the result desired.

Article 38 Liability concerning storage and/or processing

1. Also on the basis of the circumstances summarised below, the client and Isola Fish agree that the liability on the part of Isola Fish will be limited within the meaning of this article. This is inter alia based on the following circumstances:
 - there is a large difference between the value of the goods offered for storage and/or processing and the costs of the storage and/or processing, which will be charged by Isola Fish to the client. For this reason Isola Fish runs large risks for a relatively small payment, which risks can even endanger the continued existence of Isola Fish.
 - The insurance of the contractual liability is only possible at very high rates. The client can personally insure this liability at a much cheaper rate against all external contingencies.
 - The storage in a cold store/freeze store takes place because the goods are perishable. The condition of the products at the time of entry has a large impact on the perishability, while Isola Fish has no control over this other than maintaining the required storage temperature.
 - The origin and composition of the goods are not known by Isola Fish, or only known to a limited extent and it cannot be required from Isola Fish that it conducts a special inspection of this.
2. The liability is limited to the amount that is paid by the liability insurance of Isola Fish.
3. If no payment by the liability insurer of Isola Fish takes place, for any reason whatsoever, the liability will be limited:
 - in the event of safekeeping of goods: to a maximum of the amount equal to five times the calculated safekeeping fee over one month of the consignment of goods concerned;
 - in the event of processing of goods: to twice the processing fee charged for the consignment of goods concerned and indeed of this activity in the course of which damage is suffered. Liability for consequential loss is expressly excluded.

4. Under no circumstances will the total compensation of the damage amount to more than € 5,000 per incident, whereby a series of related incidents applies as one single incident.
5. Isola Fish will never be liable for indirect damage, including consequential loss, lost profit, lost savings and loss due to business interruption.
6. Isola Fish will never be liable for the smell, colour and taste of the goods.
7. Isola Fish will not be liable for damage ensuing from the incorrect use or processing of the processed, stored and/or delivered goods. Isola Fish also will not be liable for the unsuitability of the goods for the purpose for which the client has purchased the goods.
8. The client indemnifies Isola Fish against all claims by third parties for compensation.
9. The provisions of this article will not affect the statutory liability on the part of Isola Fish pursuant to mandatory legal provisions.

Article 39 Damage to the cold store/freeze store

1. The client will be liable for all damage, foreseen or unforeseen and of whatsoever nature, caused by the goods, which are stored and/or processed for the client, to the cold store/freeze store, the cooling/freezing installations and/or other possessions of Isola Fish.
2. Isola Fish will not be obliged to make another cold store/freeze store available to the client in the event of damage to or unsuitability of the cold store/freeze store made available for cold store/freeze store work as a result of fire or another unforeseen circumstance. However, under these circumstances Isola Fish will do everything that is reasonably possible to find a replacement cold store/freeze store space.

Article 40 Repairs of the cold store/freeze store space

1. Isola Fish will always properly maintain the cold store/freeze store space in an operationally reliable condition.
2. Isola Fish always has the right to promptly execute (have executed) repair work, reconstruction work and/or refurbishment work on the cold store/freeze store, which work is reasonably necessary for the maintenance of the cold store/freeze store and to keep this in an operationally reliable condition.
3. The client agrees that Isola Fish, related to the repairs as referred to in subclause 2, can transfer the goods of the client to another cold store/freeze store of Isola Fish, or of a third party, even if it has been agreed that the goods will be stored in a specific cold store/freeze store.
4. The client waived the claiming of any compensation for loss or for damage directly or indirectly caused by the repairs as referred to in subclause 2, as well as the temporary absence of the cold store/freeze store made available to the client.

Article 41 Claims by third parties

The client indemnifies Isola Fish against all claims by third parties, by whatever name, including recourse actions, claims due to death, personal injury, damage related to the storage and/or processing of goods of the client, or their presence in the cold store/freeze stores.

Article 42 Lapsing of claims against Isola Fish

1. All claims against Isola Fish will lapse if the damage, the loss, the claims by third parties, financial penalties, or costs are not reported to Isola Fish in writing or by email within 48 hours after the goods are no longer in the safekeeping of Isola Fish, unless the client demonstrates that the client had not been able to report the damage within 48 hours to Isola Fish. In that event the reporting must take place within 24 hours after the client became aware of the damage.
2. Every right of claim of the client against Isola Fish will lapse six months after the end of the day on which the damage to or loss of the goods was brought to the knowledge of the client, or the client has brought the damage to the knowledge of Isola Fish with due regard to subclause 1 of this article, unless the claim was made pending in legal proceedings within the period referred to.

Article 43 Right of retention and right of pledge

1. Isola Fish has the right of retention as well as the right of pledge on everything of the client, which Isola Fish has in its safekeeping at any time, for the security of payment of all that which the client owes or will owe to Isola Fish.
2. The right of pledge will be established by means of entering into the agreement and by bringing the goods under the control of Isola Fish due to the fact that the goods are situated on the site of Isola Fish. The site is also taken to mean the (cold store/freeze store) space hired or used elsewhere by Isola Fish.
3. Isola Fish will exercise its right of retention and right of pledge towards a warehouse receipt holder in the same manner as towards the liable client as well as, unless expressly agreed otherwise, for the payment of claims against earlier depositors of the goods involved. The mere fact that Isola Fish is or will be involved in issuing a warehouse receipt will not affect the other provisions set out in this subclause.
4. If there are various consignments of goods on which the right of pledge or the right of retention can be exercised, Isola Fish will determine the sequence of exercising the right of pledge or the right of retention.

Article 44 Right of retention and right of pledge in the event of damage to the goods

If damage to the goods has arisen, for which the client has taken out insurance, the client will be obliged within two days after Isola Fish has requested this, to pledge the claim on the basis of the insurance contract to Isola Fish, unless the client immediately pays everything that Isola Fish can claim from the client, or if the client has provided sufficient security for the obligations that are not yet due and payable and that are related to the storage and/or processing.

Article 45 Public auction and private sale

1. If the goods, as a result of the exercising of the right of pledge or the right of retention by or on behalf of Isola Fish, are sold at public auction, the enforcement costs will include all costs that have been or will be incurred by Isola Fish during the entire process, from the time when reliance is made on the right of pledge or the right of retention until the time when the right of pledge or the right of retention has been fully exercised.
2. Parties can agree that the sale will be a private sale. In the event of a private sale all costs that Isola Fish must incur or will incur during the entire process will also be at the client's expense.
3. If a public auction of the goods to be sold related to quality circumstances, cannot be waited for and permission must be requested from the Court in preliminary relief proceedings, these costs will be at the client's expense. If permission from the Court in preliminary relief proceedings can also not be waited for related to the quality, whereby Isola Fish is not at fault, the goods can be sold in a private sale as an exception. It is conditional for this that a proper valuation report will be the basis of the sale, that there are at least three offers and the sales proceeds (excluding VAT) will be at least equal to the assessed value at forced sale.
4. Isola Fish will be entitled to recover the incurred (enforcement costs) from the proceeds of the sale.

Article 46 Transfer of ownership of the goods

1. Having regard to the right of retention and right of pledge as set out in article 43, Isola Fish will not provide cooperation to the implementation of a transfer of ownership of the goods to a third party, until all claims are paid, which Isola Fish has on whatsoever basis against the client who wishes to transfer the goods.
2. If the ownership of the goods, which have been entrusted to Isola Fish, is disputed between two or more parties, or if attachment is levied in such a manner on the goods by third parties, Isola Fish will have the right to protect its interest in the goods related to such a dispute or attachment, inter

alia by means of relying on legal assistance and/or by making legal proceedings pending. The costs for this will be at the client's expense.

3. The original client will remain liable towards Isola Fish for all claims of Isola Fish, even if these have arisen after the transfer of the goods, unless Isola Fish has released the client in writing from this liability.
4. The right of retention and right of pledge as described in article 43 will always remain vested in the goods until the time when all claims of Isola Fish against the original client have been paid.
5. Following the transfer of the goods the new owner will also apply as the client and he will be jointly and severally liable in addition to his predecessor for all claims referred to in subclause 3 of this article, also insofar as these have arisen prior to the transfer.