

General terms of delivery



1. INFORMATION ABOUT THE PRODUCT

The Seller shall provide the following information about the product at delivery:

- 1.1. Origin of the material from which the broodstock is taken.
- 1.2. Age of the broodstock at sexual maturity (number of years in the sea).
- 1.3. Relevant health information about the broodstock.

2. DELIVERY

The Seller organizes the transport and carries responsibility for the product until delivery has taken place to the Buyer. The Seller is obligated to insure the product during transportation. The Seller is also obligated to make sure that the Buyer knows the exact time of delivery for the product. Cost of transportation, including insurance premium, is charged to the Buyer in addition to the price charged for the product. If the Buyer picks up the product, or takes responsibility for transportation himself, the Buyer takes over all responsibility for the product at the time it is picked up.

3. DELIVERY SECURITY

- 3.1. The Seller bases its deliveries on its own production as well as the production of cooperating producers. From the start of the process there is a certain planned overproduction in order to make up for any failure of production from one of the facilities. The Buyer agrees to accept deliveries from all producers connected with Aqua Gen.
- 3.2. In order to cover any unspecified mortality in connection with transport or non-viable products in the delivery, the Seller includes an extra quantity above the amount invoiced.
- 3.3. Deliveries within +/- 1 week in relation to the agreed time are to be regarded as normal variations and fulfillment of the contract.

4. FORCE MAJEURE

If events occur which can be regarded as force majeure, hereunder war, natural disasters, or the like, the Seller's delivery obligations are suspended as long as the hindrance is in effect, and the Buyer is not allowed to bring suit for damages or other breach of contract.

5. OTHER DELIVERY HINDRANCES

If the Seller's ability to deliver is reduced or lost as a result of biological or other natural or technical conditions at production, the Seller's delivery liability is limited to the quantity which it is possible for the Seller to obtain through the planned overproduction which is agreed upon among the producers affiliated with Aqua Gen (see part 3). If this quantity is not sufficient to cover all contracted deliveries, the obligation to deliver will be conditionally reduced and distributed among the Buyers proportionally according to the amounts ordered.

6. COMPLAINTS

- 6.1. Mortality which occurs the first 48 hours after delivery is grounds for immediate and relative reduction of the purchase price. The conditions under which such mortality can be made the responsibility of the Seller are:
 - 6.1.1. Buyer immediately files a written claim to the Seller. Under contracts which involve several partial deliveries, the requirement for immediate written claims from the Buyer applies to each individual delivery.
 - 6.1.2. The Buyer shall collect and freeze or preserve material in 4 % formalin solution, for the Seller's inspection.
 - 6.1.3. An external veterinarian is contacted immediately. Said veterinarian shall produce a report about the case which is sent to the Seller together with the claim.
- 6.2. Over and above the aforementioned, the Seller is responsible for loss beyond the 48 hour period if the veterinarian can show and confirm in writing to the Seller that the product was infected with disease at the time of delivery.

6.3. If mortality occurs as described in part 6.1-6.2., the Seller shall have the right to, in so far as it does not cause unreasonable disadvantage or production loss for the Buyer, to remedy the lack which has occurred by re-delivery. If such a re-delivery is carried out, no other claim can be made against the Seller for that part of the delivery which has been re-delivered.

6.4. The limitations of responsibility in part 7 apply as well to claims made according to part 6.

7. LIMITED LIABILITY

- 7.1. If the Seller fails to fulfill the contract and this is cause for refund liability, according to usual contract rules, the Seller's responsibility is limited at most to an amount corresponding to the agreed-upon purchase price. Seller's liability is only in relation to losses which have not been remedied by replacement delivery.
- 7.2. If the cause of loss to the Buyer is due to conditions described in parts 4 and 5 above, the Seller denies any responsibility for any loss which is thereby suffered by the Buyer.
- 7.3. The Seller is only responsible for disease, genetic or other errors or insufficiencies in the delivered material if it can be proved that the Seller has been negligent.
- 7.4. Under no circumstances can claims be made for remuneration for consequence loss, thereunder production loss or any other form of indirect loss.
- 7.5. The Seller is under no circumstances responsible for errors or deficiencies, among others mortality, which occur after the beginning of start-feeding and not later than 8 weeks after delivery.

8. BUYER'S RESPONSIBILITY

- 8.1. If the Buyer wishes to change his order, this must occur no later than 10 weeks before the agreed-upon delivery week. Changes must be sent in writing to the Seller and to bestilling@aquagen.no.
- 8.2. If postponement of delivery is caused by the Buyer's situation and none of the conditions mentioned in part 4 apply, the Buyer is responsible for any costs which the Seller thereby incurs. Financial liability is limited to the value of the delivery in question.
- 8.3. The Seller has no responsibility for loss or other conditions which may occur as a result of delayed delivery caused by conditions at the Buyer's facility or conditions for which the Buyer is responsible.
- 8.4. The Buyer bears the risks for his own facility conditions, hereunder temperature, technical deficiencies, water quality, disease infection, etc.
- 8.5. The Buyer can under no circumstances use the delivered material for any form of reproduction.
- 8.6. Specified number of Seller's Global Gap certification (GGN 4049929687783) must not be abused and Buyer is requested to follow good practice for traceability and labeling.

9. CONFLICTS/ARBITRATION

- 9.1. The contract is regulated by Norwegian law. If a conflict arises between the parties regarding this agreement, it shall be resolved through arbitration in the Seller's district court.
- 9.2. If a conflict arises and one party demands arbitration, he shall inform the other party in writing together with information on his nomination for arbitrator. The other party shall nominate his representative within 14 days.
- 9.3. The arbitration court shall consist of three members. Each party names a member. These together shall nominate a chairperson, who shall be a jurist, preferably a judge. If a chairperson cannot be agreed upon, the President of the Court in the Seller's district shall nominate him. Incidentally, the arbitration shall be carried out according to Norwegian Arbitration Law 14.5.2004 nr. 25.