

Transfer of goods is in general documented with sellers invoice.

- Late payment:

Payment should be transferred to the bank account mentioned on invoice before the due date mentioned on invoice. Ocean Fiskur as seller reserve the right to charge an interest of 0.70% per month, starting the day after due date in case of late payment, and a reminder fee of 13.45 EUR if needed.

- Force Majeure:

If circumstances arise that cause failure to the obligation of any party to a contract, either in full or partial, - like natural disaster or catastrophe, war, riots, blockade, unforeseen shortage of raw material, political changes, unforeseen breakdown of production or other unforeseen circumstances – then the time for fulfillment of the contract will be prolonged. If the force majeure continues for more than 30 days either of the parties has the right to refuse fulfillment of the contract and in such case neither party has the right to claim any direct or indirect cost or loss to the other party.

- Claim clause:

Claims must be informed immediately to the seller after goods presented from warehouse or from when goods transferred to buyer's possession. In case of discrepancy in weight, count, size, packing and/or quality the buyer should document this to seller, and if needed buyer can appoint an approved independent surveyor, such as SGS or Lloyds at buyers cost. The seller should well in advance be presented the option to be present during such sample taking and inspection.

If notice of claim is *not* informed in writing to the seller on or before 14 calendar days after frozen goods presented available to the buyer then it is considered that buyer has *no* right to claim quality of the frozen goods, and buyer loses his right to any later claim towards seller. For fresh fish products the notice of claim is on or before 36 hours after goods presented/delivery or the buyer loses his right to any claim.

In the case that buyer reject goods for whatever reason, then no replacement of the goods will be arranged for or paid for by the seller under any circumstances.

- Other conditions:

-Partial shipment allowed.

-Transshipment allowed.

-Quantity is allowed to be 10% more or 10% less than a specific quantity mentioned in contract.

-Shipment date / ETA is subject to passage, release of local authorities and to third party logistics.

- Arbitration:

If dispute occur between buyer and seller and no settlement can be reached through negotiation, then the case shall be submitted to Maritime and Commercial Court ( Sjø- og Handelsretten ) Copenhagen, Denmark.

Seller : Ocean Fiskur, Denmark.