



**Alimex Seafood**

## **SALES & DELIVERY TERMS FOR ALIMEX SEAFOOD A/S**

### **1 Formation of Contract**

- 1.1 The sales and delivery terms listed below shall be valid for all sales from Alimex Seafood A/S, unless other terms are listed in a separate agreement signed by Alimex Seafood A/S.
- 1.2 All quotations from Alimex Seafood A/S shall not be considered legally binding until Alimex Seafood A/S has confirmed the formation of the contract in writing. All quotations are subject to goods being unsold.
- 1.3 These terms and conditions shall take precedence over any conflicting standard purchase terms presented by buyer.
- 1.4 A sales agreement has not been finally concluded until Alimex Seafood A/S has provided buyer with an invoice or an order confirmation.

### **2 Delivery**

- 2.1 Delivery shall take place in accordance with Incoterms 2010 and as specified in Alimex Seafood A/S's invoice or order confirmation.
- 2.2 If the buyer does not accept the goods in time, Alimex Seafood A/S shall have the option of cancelling or adhere to the agreement. Alimex Seafood A/S shall have the right to sell or dispose of the goods for the buyer's account and risk and the right to claim damages.
- 2.3 The time of delivery provided by Alimex Seafood A/S is an approximate time and Alimex Seafood A/S shall retain the right to postpone delivery if there is factual reason for this.
- 2.4 In the event of delayed delivery, buyer shall be obligated to make any claims in writing immediately. Buyer shall forfeit all remedies for breach if delayed delivery has not been claimed within 24 hours after the agreed upon time of delivery.

### **3 Notice of Non-Conformity**

- 3.1 Quantity and number of units listed in quotations or order confirmations are approximate numbers. Therefore discrepancies of 10% or less shall not be considered non-performance.
- 3.2 If buyer has specific requirements for the order to be fulfilled at the place of delivery, the buyer is obligated to inform Alimex Seafood A/S of such requirements in advance.

#### **Alimex Seafood A/S**

Skomagervej 13 C  
DK-7100 Vejle • Denmark  
Reg-No.: 11 97 54 88

Tel. +45 75 82 82 99  
Fax +45 75 82 82 98  
www.alimex.dk

#### **Bank:**

Jyske Bank A/S  
DK-9000 Aalborg  
SWIFT-code: JYBADKKK  
IBAN: DK2850590001088492

#### **Bank:**

Sydbank A/S  
DK-6200 Aabenraa  
SWIFT-code: SYBKDK22  
IBAN: DK9380720001012823

**WORLDWIDE  
SEAFOOD  
BUSINESS**



3.3 Buyer or buyer's representative must submit the product to a thorough inspection at the place of delivery immediately upon delivery.

3.4 Any claims of non-conformity must be presented to Alimex Seafood A/S immediately after any non-conformity is detected or should have been detected. Claims of non-conformity must be specific and documented and accurately state the non-conformity. Detailed written claims of non-conformity must be received by Alimex Seafood not later than 24 hours after delivery.

Failure to submit a timely and correct claim of non-conformity will forfeit all remedies for breach of contract.

3.5 If Alimex Seafood A/S acknowledges non-conformity in writing, Alimex Seafood A/S shall be granted the possibility of either making a subsequent or a replacement delivery within a reasonable time limit or to offer a pro rata price reduction by partially or fully crediting the invoice value.

3.6 Buyer shall only be entitled to cancel the purchase and/or claim damages if the non-conformity is material and caused by actionable fault for which Alimex Seafood A/S is liable.

#### **4 Product Liability**

4.1 Seller shall only be responsible for damage caused by products delivered if such damage is caused by documented gross negligence on Alimex Seafood A/S's part.

If Alimex Seafood A/S becomes liable to third party (product liability) in a situation where Alimex Seafood A/S in relation to buyer cannot be imposed liability, buyer shall indemnify Alimex Seafood A/S.

The parties shall mutually inform each other to the extent either party receives claims from third party.

It should be specifically noted that Alimex Seafood A/S cannot be held responsible for any claims of non-conformity caused by circumstances at Alimex Seafood A/S's suppliers.

#### **5 General Limitations of Liability**

5.1 In case of either delays, non-conformity or product liability, Alimex Seafood A/S shall not be liable for operating loss, loss of time, loss of profits, or any other indirect loss for buyer, regardless of whether the delays, non-conformity or product liability is caused by gross negligence on Alimex Seafood A/S's part.

5.2 Alimex Seafood A/S is not responsible for non-performance caused by obstacles outside Alimex Seafood A/S's control, including force majeure-like conditions such as operational interruptions, strikes, lockouts, transport difficulties or other conditions outside Alimex Sea-

#### **Alimex Seafood A/S**

Skomagervej 13 C  
DK-7100 Vejle • Denmark  
Reg-No.: 11 97 54 88

Tel. +45 75 82 82 99  
Fax +45 75 82 82 98  
www.alimex.dk

#### **Bank:**

Jyske Bank A/S  
DK-9000 Aalborg  
SWIFT-code: JYBADKKK  
IBAN: DK2850590001088492

#### **Bank:**

Sydbank A/S  
DK-6200 Aabenraa  
SWIFT-code: SYBKDK22  
IBAN: DK9380720001012823

**WORLDWIDE  
SEAFOOD  
BUSINESS**



food A/S's control. This shall apply to obstacles affecting either Alimex Seafood A/S or one of the sub-suppliers or transport companies chosen by Alimex Seafood A/S.

In such event, the time of delivery shall be postponed for the period of time equivalent to the duration of the obstacle. Each party shall be entitled to cancel the agreement if such obstacles has or is expected to persist for more than 3 months.

## 6 Payment

- 6.1 In the event that a claim of non-conformity is not recognized by Alimex Seafood A/S, the relevant invoice shall be payable in full on the invoice due date according to the invoice Alimex Seafood A/S has provided buyer with, unless a separate signed agreement has been entered into.
- 6.2 The buyer has not complied with payment terms until the entire invoiced amount has been made available to Alimex Seafood A/S. Alimex Seafood A/S shall retain title to the product until all outstanding amounts for mutual running accounts have been settled in full. Buyer shall be obligated to maintain insurance coverage for all products in transit as well as for any unpaid products already received.
- 6.3 Bank transfer of payment to Alimex Seafood A/S shall not be considered effective until payment has been made to Alimex Seafood A/S not later than the specified due date.
- 6.4 If payment is not effected by the specified due date, Alimex Seafood A/S will calculate a finance charge, currently 1% per month or fraction of a month, unless a higher rate of interest has been specified on the invoice issued to buyer, until full payment has been made to Alimex Seafood A/S.

## 7 Limitations

- 7.1 All claims against Alimex Seafood A/S shall become obsolete unless a written claim has been presented not later than 6 (six) months after the agreed upon time of delivery.

## 8 Jurisdiction

- 8.1 All disputes caused by deliveries from Alimex Seafood A/S shall be settled either at the Copenhagen Maritime and Commercial Court (*Sø- & Handelsretten*) or by arbitration and in accordance with current rules established by the International Institute of Arbitration in Copenhagen.

Alimex Seafood A/S has the right to choose the forum.

- 8.2 All disputes shall be settled according the Danish law. However, for international trade, the authentic, English version of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be used.

Rev01-05/2011

### Alimex Seafood A/S

Skomagervej 13 C  
DK-7100 Vejle • Denmark  
Reg-No.: 11 97 54 88

Tel. +45 75 82 82 99  
Fax +45 75 82 82 98  
www.alimex.dk

### Bank:

Jyske Bank A/S  
DK-9000 Aalborg  
SWIFT-code: JYBADKKK  
IBAN: DK2850590001088492

### Bank:

Sydbank A/S  
DK-6200 Aabenraa  
SWIFT-code: SYBKDK22  
IBAN: DK9380720001012823

**WORLDWIDE  
SEAFOOD  
BUSINESS**