

#### **Article 1 – Validity of these terms and conditions**

1-1 These terms and conditions are applicable to all agreements entered into by R.J. Mous Live Bait v.o.f., having its registered office in Balk, hereinafter referred to as Mous.

1-2 Special provisions deviating from Mous' terms and conditions are only binding if they are agreed in writing.

#### **Article 2 – General Terms and Conditions of contracting partners and/or third parties.**

2-1 Mous only accepts the applicability of the general terms and conditions of contracting partners and/or third parties if they are explicitly agreed in writing.

2-2 Any applicability of the aforementioned general terms and conditions however, does not affect the applicability of Mous' General Terms and Conditions, unless these are in contravention with those general terms and conditions of contracting partners and/or third parties.

2-3 Mous only accepts General Terms and Conditions under the aforementioned conditions and these are only applicable to the relevant transaction. Future transactions will not automatically be processed using those General Terms and Conditions.

#### **Article 3 - Offers**

3-1 All offers and /or quotations are free of obligation, unless explicitly stated otherwise. The prices stated apply to delivery ex works or ex warehouse of Mous, are exclusive of VAT and any packaging.

3-2 Information in printed matter provided by Mous is subject to change without prior notice. It is not binding upon Mous.

#### **Article 4 - Arrangements.**

Arrangements or agreements made with subordinate personnel of Mous do not bind Mous, insofar as they are not confirmed by Mous. Subordinate personnel in this regard includes all employees and staff who do not have power of attorney.

#### **Article 5 – Agreement.**

5-1 Agreements related to the purchase and sale of goods/animals are not binding until confirmed by Mous.

5-2 Each agreement entered into with Mous includes the condition precedent that Mous must be informed of sufficient creditworthiness of the Principal, such at the sole discretion of Mous. The Principal will allow Mous to request information about it as required.

5-3 Information related to the products offered such as properties, measurements, colour, etc., and information in printed matter, illustrations, images and the like provided by Mous with the offer is not binding on Mous and is provided in good faith.

#### **Article 6 - Prices.**

6-1 All agreements are always concluded on the basis of the prices applicable when the agreement is concluded.

6-2 Price lists and advertising materials are subject to change and are not binding upon Mous.

6-3 If, following the agreement, salary costs, social security contributions, turnover tax, and the like, are increased, they can be charged on, even if they are the result of circumstances that could have been foreseen when the offer was made. If this occurs within three months after the conclusion of the agreement, both parties are entitled to the dissolve the agreement.

6-4 If the price fluctuations amount to more than 5% of the agreed transaction, both parties will be entitled to demand full set off.

#### **Article 7 – Partial delivery**

Each partial delivery, which includes the delivery of goods/animals in a combined order, can be invoiced; in such instances, payment must be effected in accordance with the provisions in the 'Payment' Article.

#### **Article 8 – Packing.**

If necessary, packing will be calculated at cost price and will not be taken back. The necessity of the use of packing is at the discretion of Mous.

#### **Article 9 – Down payment.**

Mous is entitled to request a down payment of a minimum of 25% when entering into an agreement. If the agreement is dissolved as a result of an imputable failure in the performance by Mous, the Principal will be entitled to repayment of the down payment made, subject to damages, such as regulated below in these Terms and Conditions, which includes in any event the statutory interest on the amount paid in advance.

#### **Article 10 – Delivery period.**

10-1 The agreed delivery periods are not fatal deadlines unless explicitly agreed otherwise. In the event of tardy delivery, the Principal must inform Mous in writing that it is in breach.

10-2 The delivery periods are established in the expectation that there are no impediments to Mous' delivering the goods/animals.

10-3 If, after the delivery period, the Principal has not taken possession of the goods/animals ordered, then those goods/animals will be stored for and costs to be met by the Principal.

#### **Article 11 – Transport.**

Shipment is effected in the manner indicated by Mous. If the Principal would like to receive a shipment in a different manner, such as, among others, rush or express delivery, the additional costs will be met by the Principal.

#### **Article 12 – Variations in the amount of work.**

12-1 The work includes only that which the parties have agreed in writing. Variations in work prior to or during the performance of the activities instructed verbally or in writing, will be subject to set off.

12-2 Costs incurred by Mous that are beyond its control can be charged to the Principal.

#### **Article 13 – Changing the order.**

13-1 Changes to the original order, of any nature whatsoever, made by or for the Principal in writing or verbally, which entail costs higher than could be expected according to the quotation, will be charged additionally to the Principal.

13-2 Desired changes to the performance of the order, after it has been given by the Principal, must be submitted to Mous by the Principal in a timely fashion and in writing. If the changes are given verbally or by telephone, then the risk for the realisation of the changes will be borne by the Principal.

13-3 Changes made can result in the delivery period agreed for the changes being overrun beyond Mous' control.

#### **Article 14 – Cancellation.**

14-1 If the Principal cancels the order and/or refuses to take possession of the goods/animals, it shall be obligated to accept the materials, raw materials, processed or not, already purchased by Mous, at cost price, including wages and social security charges, and to pay for the same, and also, the Principal will be obligated to fully compensate Mous for any work that has already been performed. The Principal will also owe Mous 1/3 of the agreed price by way of compensation. The Principal is also obligated to indemnify Mous against third-party claims as a result of the cancellation of the order and/or refusal to accept the goods/animals.

14-2 Without prejudice to the provisions in the foregoing paragraph of this Article, Mous reserves all rights to claim full compliance with the agreement and/or full damages.

#### **Article 15 – Claiming.**

15-1 Immediately upon delivery, the Principal is obligated to inspect the goods/animals delivered for defects, if any, and to immediately inform Mous in writing. If the Principal does not inform Mous of defects within eight days after the day of delivery which could have been detected during a thorough inspection, then the Principal will be deemed to agree to the condition in which the products purchased are delivered, and all entitlement to a claim will lapse.

15-2 Mous must be given an opportunity to inspect claims submitted. In the event consensus is reached, a written statement will be drawn up, to be signed by both parties.

15-3 If the claim is correct in the opinion of Mous, it will either pay reasonable compensation up to a maximum of the invoice value of the goods/animals delivered, or replace the goods/animals delivered free of charge after return in the original condition.

#### **Article 16 Guarantee.**

16-1 The delivery of animals is effected with a guarantee of arrival in good health. This includes free of disease and contagious diseases insofar as easily detectable, upon delivery.

16-2 With regard to goods sold and delivered with factory or importer or retailer guarantee, only the guarantees given by those parties are applicable.

#### **Article 17 – Right of retention.**

If Mous holds goods/animals for the Principal, it shall be entitled to retain said goods/animals until payment of all costs incurred in the performance of the order, unless the Principal has provided sufficient security for those costs.

Mous also has this right of retention based on previous agreements pursuant to which the Principal still owes payments.

#### **Article 18 - Liability**

18-1 Mous is not liable for the costs, damage and interest that may arise as a direct or indirect result of:

- a. Force majeure, as detailed below in these Terms and Conditions.
- b. Acts or omissions by the Principal, its subordinates or other individuals employed by or for the Principal;
- c. Omissions by the Principal with regard to the maintenance of the goods delivered;
- d. Ordinary wear and tear of the goods delivered, as a result of daily use;
- e. Discoloration of the goods delivered due to effects of light;
- f. Any other external cause.

18-2 Mous is only liable, insofar as its insurance offers cover, and then up to a maximum of the invoice value, for damage to the work, ancillary materials and equipment, and to the work and/or property of the Principal and/or third parties, insofar as this is the result of fault on the part of Mous or those parties whom Mous has employed.

18-3 In principle, Mous will not be obligated to compensate a Principal's trading loss or consequential loss, depending on the nature of the fault.

#### **Article 19 – Force majeure.**

19-1 Extraordinary circumstances, including storm damage and other natural disasters, impediments caused by third parties, impediments to the transport in general, total or partial strikes, unrest, war or threat of war, both in the Netherlands and in the originating country of the materials, exclusions, loss or damage of goods/animals during transport to Mous or the Principal, failure to deliver or tardy delivery of goods/animals by suppliers of Mous, bans on import and export, total or partial mobilisation, hindering measures of any government, fire, disruptions and accidents in the company or in the means of transport used by Mous, or in the means of transport used by third parties, the imposition of levies or other government measures, which entail a change to the actual circumstances, constitute force majeure for Mous, which releases Mous from its obligation to deliver without the Principal being able to assert any right to damages of any nature or nomenclature whatsoever.

19-2 In this or similar instances, Mous is entitled to cancel or suspend or amend the purchase agreement, at its own direction, until the extraordinary circumstances have ceased to exist, with the Principal being required to pay for any work already done.

#### **Article 20 – Retention of title.**

20-1 Until Mous has received full payment with regard to an agreement made by the parties with regard to the purchase/sale (including any damage, costs and interest), the goods/animals delivered remain the property of Mous.

20-2 Mous is entitled to demand the return of these goods/animals and take possession of same if the Principal in breach fails to comply with its obligations, if it is liquidated, applies for or is granted suspension of payments, is declared insolvent or if the goods/animals are attached.

20-3 The Principal is prohibited from performing any acts of disposition with regard to the sold and delivered goods/animals, as long as it has not complied with its payment obligations.

#### **Article 21 – Non-performance and dissolution.**

21-1 If the Principal is guilty of non-performance in any way, it shall automatically be in default without any notice of default being required.

21-2 Without prejudice to the provisions in the Dutch Civil Code, in the event of non-performance, Mous shall be entitled to suspend its obligation under the Agreement or to declare the Agreement to be dissolved in full or in part, without any intervention by the court, at its discretion.

21-3 Mous also has the rights referred to in paragraph 2 of this Article if the Principal is declared insolvent or if its insolvency is applied for, if it has applied for or been granted suspension of payments, if its immovable property has been seized, its company is in liquidation or if it has been or will be taken over by a third party/parties, or if the Principal plans to establish itself outside the Netherlands. In these instances, all claims which Mous has against the Principal will be immediately exigible.

#### **Article 22 – Payment.**

22-1 Payments, also in instalments, should be effected in cash following submission of the invoice, unless otherwise agreed in writing.

22-2 If payment of that which is owed has not been received by Mous within the allotted time, Mous shall be authorised to charge the Principal interest in the amount of 1.25% per month, calculated from the date on which the invoices were sent.

22-3 Apart from the principal sum and interest, Mous is also entitled to claim from the Principal all costs, both in and out of court, caused by the failure to pay, including costs for attorneys, local counsel, authorised agent, court bailiff and debt-collection agency.

22-4 The extrajudicial costs amount to 15% of the principal amount plus interest, with a minimum of EUR 35.00. In addition, the extrajudicial costs will be increased by all costs for legal advice and assistance. The mere fact that Mous has organised the assistance of a third party reveals the amount of and the obligation to pay the extrajudicial costs.

#### **Article 23- Applicable law.**

All agreements concluded by and/or all acts performed by Mous are governed exclusively by the laws of the Netherlands; these agreements and/or acts are deemed to have been concluded or performed, respectively, in the Netherlands.

#### **Article 24 – Disputes.**

All disputes ensuing from the agreements concluded between the parties, including the simple collection of a debt, will be brought before the Civil Court where Mous has its registered office, insofar as the Civil Court has jurisdiction to examine such disputes.