

General terms of sales and delivery

AquaSearch ova ApS

1 General term

- 1.1 General terms of sales and delivery apply to all offers, sales, deliveries of live eyed eggs and unfertilised ova (roe) by AquaSearch ova ApS.
- 1.2 Deviations from General terms of sales and delivery are only effective if they have been agreed upon in writing.

2 Pricing

- 2.1 Prices are subject to change. Price and conditions of delivery are however binding after written order confirmation has been issued.
- 2.2 List prices exclude documentation and transportation.
- 2.3 Quoted combined offers include packaging, documentation as well as transportation and risk of transport to the nearest relevant international airport, unless differently agreed in writing.
- 2.4 Quoted combined offers do not include value added tax, custom or taxes at country of destination, cost of transportation and risk during transportation from international airport of arrival to final destination.

3 Delivery

- 3.1 Time of delivery is estimated and confirmed to the best of AquaSearch ova ApS knowledge, and presupposes that the customer has clarified and completed all necessary preparations on his part. Delivery within +/- 2 weeks, of the agreed delivery date, is regarded as normal variation and within the agreed delivery terms.
- 3.2 In case of failure to deliver beyond +/- 2 weeks of the agreed delivery date, the customer is entitled to withdraw from the purchase.
- 3.3 The customers are not entitled to place any claims or hold AquaSearch ova liable for any losses direct or indirect caused by failure to supply or delays in delivery.

4 Advise and consultancy

- 4.1 The Customer is presumed to have the necessary facilities and skills for receiving, handling and hatching live eyed eggs. If this is not the case, advice and consultancy related to receiving, hatching and first feeding fry, may be obtained from AquaSearch ova ApS on request. Advice and consultancy beyond this can generally not be expected from AquaSearch ova ApS.
- 4.2 Under no circumstances can AquaSearch ova ApS be held responsible in relation to any such advice or consultancy.

5 Warranty

- 5.1 Any claim or objection concerning quality of the eggs delivered must be brought forward within 3 weeks of delivery. Claims or objections made after this period cannot be asserted.
- 5.2 In case of a claim or an objection being justified, AquaSearch ova shall only remunerate by the replacement with new eggs or a discounting in the invoice.
- 5.3 In case of unsatisfactory replacement AquaSearch ova's liability shall be limited to the repayment of the purchase price including cost of transportation.
- 5.4 Further claims of the customer such as damages, consequential damages or losses and any other damages, interest or any other form of indemnification shall be excluded.
- 5.5 Insofar as deficiencies may be the result of non-compliance with the storage, handling and incubation conditions of the particular type of the eggs, any warranty shall be excluded.
- 5.6 AquaSearch ova ApS supply live eyed eggs from officially certified specific disease-free brood stock farms in accordance with a list of diseases relevant to the particular transaction and destination. This however is no warranty against the diseases listed or the potential transmission of any other fish pathogen or disease agent. Claims related to the transmission of any fish pathogens shall be excluded.

6 Liability

Any claim of the customer for indemnification of direct or indirect damages or losses – including consequential and transmittal damages – against AquaSearch ova ApS, employees or agents- regardless on which legal ground – shall be excluded.

7 Transfer of property / Payment Terms

- 7.1 Unless otherwise agreed in writing grow-out of the fish for the purpose of reproduction is not permitted under the terms of the sale, unless mutually agreed upon in writing, and may result in legal action if violated.
- 7.1 AquaSearch ova ApS retain the right of property to the eggs and or resulting larvae and fish until full payment has been made.
- 7.2 In case payment is not made in due time. AquaSearch ova ApS is not obligated to make further deliveries.
- 7.3 Payment shall take place without any form of rebate, deduction or compensation and shall be received by AquaSearch ova ApS within 30 days of invoice date, unless otherwise agreed in writing. Whole or partial advance payment will be required in certain cases.
- 7.4 In the event of overdue payment, AquaSearch ova ApS is entitled to charge interest at a rate as stated on the invoice.
- 7.5 AquaSearch ova's certification at GLOBAL GAP (the GGN, GLN or sub-GLN) as well as the logo of GLOBAL GAP, may not be misused, and the certified products from AquaSearch ova may not be mixed with non-certified products from other suppliers.

8 Force Majeure and other disturbances

8.1 Any non-foreseeable occurrence (Force Majeure), including but not limited to: Import / export – restrictions, interruptions of service, occurrence of diseases, unforeseen restrictions in production capacity and other conditions that may impair or prevent production or delivery, shall release to the extent of its effects and for the period of the disturbance AquaSearch ova ApS from its obligations to deliver or accept delivery.

9 Place of Jurisdiction

- 9.1 The place of jurisdiction for all disputes relating to the meaning of the contract is solely Denmark. AquaSearch ova ApS are however, entitled to make claims against the customer at his business location.
- 9.2 AquaSearch ova's legal relations are governed solely by the laws of Denmark. Reference to foreign legal systems is invalid.