

1 General term

1.1 Conditions of Sales and Delivery apply to all offers, sales, deliveries of eyed eggs and unfertilised ova (caviar) by AquaSearch ova.

1.2 Deviations from these Conditions of Sales and Delivery are only effective if they have been agreed upon in writing.

2 Price

2.1 Prices are subject to change. Price and conditions of delivery are binding after written order confirmation has been issued.

2.2 Quoted prices include packaging, documentation and transportation to nearest relevant international airport and transport risk to the airport of arrival.

2.3 Quoted prices do not include value added tax, custom or taxes at country of destination, cost of transportation and risk during transportation from airport of arrival to final destination.

3 Delivery

3.1 Time of delivery is estimated to the best of AquaSearch knowledge, and presupposes that the customer has clarified and completed all necessary preparations on his part.

3.2 In case of significant delays in delivery 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 or delay in delivery.

4 Advise and consultancy

4.1 The Customer is presumed to have the necessary facilities and skills for receiving and handling eyed eggs from AquaSearch ova. If this is not the case advice and consultancy can be obtained from AquaSearch ova.

4.2 AquaSearch ova can however not be held responsible in relation to any such advice or consultancy.

5 Warranty

5.1 Any claim or objection must be brought forward within 6 month 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 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 (E.g recognized hatching equipment and hatching water temperature below 12 degrees) , any warranty shall be excluded.

5.6 All warranties will be void, if domestic transport to the hatchery violates 2 – 8 oC storage conditions or exceed a total of 48 hour post arrival to the designated international airport of arrival.

6 Liability

Any claim of the customer for indemnification of direct or indirect damages – including consequential and transmittal damages – against AquaSearch ova, 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, and may result in legal action if violated.

7.1 Aquasearch ova retain the right of property to the eggs / fish until full payment has been made.

7.2 In case payment is not made in due time. AquaSearch ova 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 within 30 days of invoice date, unless otherwise agreed in writing. Whole or partial advance payment can be required in certain cases.

7.4 In the event of overdue payment. AquaSearch ova is entitled to charge interest in the meantime 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 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 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.