



Art. 1 – General

1.1 All offers, agreements and deliveries made by Jaczon B.V., Jaczon Visgroothandel B.V. and affiliated legal persons (hereafter to be called: Jaczon) and all other activities engaged in by Jaczon shall be ruled by these general terms.

1.2 General terms of other parties shall only be applicable after they have been accepted explicitly in writing by Jaczon. In particular any reference to one's own general terms or any standard clause claiming the exclusive applicability of one's own general terms, shall not be binding upon Jaczon.

1.3 All transactions effected through the intermediary of an agent on behalf of Jaczon shall also be ruled exclusively by these general terms, unless explicitly otherwise agreed upon and as such confirmed in writing by Jaczon.

Art. 2 – Offers, weight, Quantity and Quality

2.1 All offers made by Jaczon verbally or in writing shall be free of engagement, unless explicitly agreed upon differently.

2.2 The customary and in fish trade generally recognized tolerations shall, apart from what has been stated, be applicable to all offered goods.

2.3 Irrespective of the agreed sales stipulations and terms of delivery, the weight, quantity and quality as measured at the moment the goods leave the warehouse of or used by Jaczon, shall be considered as the binding criterion thereof. The quality shall be determined on the basis of samples taken in the usual manner by checker or on the basis of a certificate of soundness.

2.4 The purchaser may inspect the weighing and sampling for his own account.

Art. 3 – Prices

3.1 All prices quoted by Jaczon have been calculated on the basis of delivery ex works, unless explicitly agreed otherwise.

3.2 All prices quoted by Jaczon are inclusive of V.A.T., packaging, sticker, stamp and forwarding charges and/or other charges, taxes or rights which the goods may be subject to. Jaczon shall explicitly reserve the right to adjust the contract price, primarily but not exclusively to account for unforeseen circumstances.

Art. 4 – Payments and Reservation of Title

4.1 Unless otherwise agreed in writing, all payments are to be made to one of our bank or Giro accounts within 14 days.

4.2 In case of delayed payment, the purchaser shall not only owe the interest due, but also any legal or extra-judicial expenses incurred by Jaczon for the effectuation of its right as well as any other cost made by Jaczon such as, but not limited to, extra storage charges.

4.3 Any disputes concerning the nature and/or the quality of the delivered goods, shall not entitle the purchaser to postpone his obligation of payment.

4.4 At all times, Jaczon shall be entitled to demand sufficient security for payment in any form chosen by Jaczon. In case such security is not provided, Jaczon shall be entitled to unilaterally postpone its observance of the agreement.

4.5 Irrespective of the moment of the actual transfer, Jaczon shall remain owner of the goods delivered until the purchaser has met all his obligations, financial and otherwise.

4.6 In case the purchaser remains negligent in meeting his obligations, Jaczon will, while keeping its right to demand compliance, be entitled to transport the goods elsewhere and to store them for account of the purchaser, to postpone all further deliveries regardless of the contract and to cancel unilaterally all running contracts.

Art. 5 – Orders, Risk and Force Majeure

5.1 An agreement shall be entered into as from the moment an order is placed, verbally or in writing, by the purchaser.

5.2 Any alteration in the execution desired by the purchaser after having given the order, or any cancellations, shall oblige the purchaser to make good any costs made by Jaczon and/or to pay compensation for any damage ensuing from the alteration or cancellation.

5.3 The goods to be delivered by Jaczon shall invariably be transported at the expense and risk of the client, unless explicitly agreed otherwise and as such confirmed in writing. The purchaser shall need to provide sound insurance for goods for his own account.

5.4 In case it is agreed that the goods will be stored by Jaczon until a date that still is to be fixed, the goods shall be stored for the account and the risk of the purchaser. Jaczon shall never accept liability for damage to the goods suffered in this period.

5.5 The following causes are considered to be cases of force Majeure, as a result of which the execution of agreements may be postponed or cancelled by Jaczon without this leading to Jaczon being liable for damages: war, mobilization, riots, terrorism, floods, closed shipping traffic and other transport obstructions, stagnation or discontinuation of the deliveries of public utilities, fire, strikes, government measures and other unforeseen circumstances.

5.6 In case the situation of force majeure lasts longer than three days, each of the parties shall be entitled to annul unilaterally that part of the contract which has not yet been executed, without either party being held liable for any indemnification by the other party.

Art. 6 – Claims

6.1 Any claims in the matter of quality and/or other claims concerning the goods are to be submitted in writing by the purchaser immediately upon the transfer of the goods or alternatively immediately upon the arrival of the goods at the place of destination and at the latest within 48 hours after the arrival of the goods. The onus of proof for the timeliness of a claim shall lay with the purchaser. Shortages and externally damaged deliveries are to be recorded clearly on the bill of carriage.

6.2 The purchaser shall be under the obligation to place the relevant consignment for which a claim has been made at the disposal of Jaczon and to lend all the cooperation desired by Jaczon for its inquiry into the nature and the facts of the complaint.

6.3 In case of a timely and in the opinion of Jaczon well-founded claim in the matter of a deviation in quality, Jaczon shall place a substitute consignment, in whole or in part, at the disposal of the purchaser or shall credit the value of the goods that have deservedly been complained about. The decision to do so is solely to be made by Jaczon. It shall be for Jaczon to decide whether it will take back, in whole or in part, the consignment for which a claim has deservedly been made.

6.4 If there is only a minor deviation in quality, to be determined by Jaczon, the purchaser shall only be entitled to compensation for the short value, which is to be assessed by Jaczon.

6.5 Return shipments by the client shall only be accepted when prior written agreement of acceptance has explicitly been given by Jaczon.

Art. 7 – Liability

7.1 Barring cases of malicious intent or gross negligence, to be proved by the client, Jaczon shall have, in compliance with articles 6.3 and 6.4, no liability whatsoever for any damage, of whatever description, claimed by the client or by third parties.

7.2 Jaczon shall in no case accept liability for indirect damage or consequential losses of whatever nature suffered by whomever.

7.3 In all cases the liability of Jaczon shall be limited to the amount granted by its liability insurance in the case involved.



Art. 8 – Applicable Law and Competent Court

8.1 Any disputes between Jaczon and its clients shall be exclusively governed by Dutch law.

8.2 Any disputes shall belong exclusively to the cognizance of the competent court of The Hague, to the exclusion of all other national and international forums.

Art. 9 – Storage and Preservation

9.1 Storage and preservation of goods of third parties shall take place exclusively for the account and for the risk of these third parties. Jaczon shall never accept liability for damage to the goods, in whatever way this may have occurred.

9.2 Storage and preservation of goods shall take place in accordance with the generally recognized and adopted conditions of Nekovri, which are the general terms of the association of Dutch cold storage buildings for chilling and freezing.