General Terms and Conditions of Sale and Delivery of Amacore B.V.

1. GENERAL

1.1. These conditions apply to all offers by and all orders to Amacore for the sale and delivery by Amacore of products (hereafter: 'goods'), and to all contracts with Amacore with respect thereto.

1.2. The applicability of conditions of the other party or customer (hereafter: 'customer') of Amacore is hereby expressly excluded. The Amacore B.V. conditions always take precedence over purchase conditions from third parties, unless expressly agreed otherwise in writing by Amacore.

1.3. Provisions that deviate from these conditions can be invoked by the customer only if and to the extent that these provisions are accepted by Amacore in writing. 'In writing' means by letter, fax or e-mail.

1.4. The Dutch version of these conditions is binding.

2. OFFERS, ORDERS AND CONTRACTS

2.1. All offers from Amacore are non-binding and subject to final approval, unless specifically stated otherwise by Amacore. The same applies if the offer contains a period for acceptance.

2.2. All offered prices, products, volumes and delivery dates are subject to availability, and subject to changes in government legislation, exchange rates or other relevant price fluctuations.

2.3. When purchasing goods by Amacore customer automatically agrees that not all suppliers of Amacore are certified to GFSI standards.

2.4. Orders by the customer are irrevocable from the moment the order is confirmed orally or in writing.

2.5. Orders by the customer are only revocable after consultation with, and the written consent of, Amacore. Any costs arising from revocation are payable by the customer.

2.6. Amacore is only bound when it has accepted an offer in writing or has begun performance. Oral commitments or contracts by or with its personnel do not bind Amacore except and insofar as Amacore confirms these in writing.

2.7. These conditions apply to changes to the contract as they do to separate contracts.

2.8. The customer guarantees the accuracy, completeness and reliability of the data and information provided to Amacore by or on behalf of the customer. Amacore is not obliged to verify the accuracy, completeness or reliability of the data provided to it.

3. PRICE

3.1. Prices set by or agreed with Amacore are net, therefore exclusive of V.A.T., among other things, and are valid only based on the agreed Incoterm, unless specifically stated otherwise by Amacore.

3.2. Should Amacore provide packing, packaging, loading, transport, unloading, insurance, without having expressly and in writing agreed to a price therefore, it is entitled to charge the customer the actual costs and/or its usual rates therefore.

3.3. Prices offered, set by or agreed with Amacore are based on the cost factors at the time of the conclusion of the contract. If, after the agreement has been concluded, the cost factors increases, due for example to government regulations or changes in the exchange rate, Amacore is entitled to charge the customer a corresponding price increase or to terminate the order. Cost factors are purchase prices, exchange rates, handling costs, clearance charges, duties, political measures with influence on cost prices and other supply and demand-related price fluctuations. This list is not exhaustive.

4. DELIVERY PERIOD AND DELIVERY

4.1. The delivery conditions are shown on the order confirmation. These conditions are in accordance with the Incoterms 2020. If Amacore does more than required under the applicable Incoterm, the customer is responsible for these additional actions.

4.2. The delivery period does not start before the conclusion of the contract, and after Amacore has received all items, documents and data to be provided by the customer, and after any agreed advance payment has been received by Amacore, or any agreed upon security for payment has been provided.

4.3. Unless otherwise agreed, goods are deemed to be delivered by Amacore as soon as they have been delivered according to the agreed Incoterm. If the parties have agreed on a period for delivery, this is indicative, and is therefore not a deadline. If delivery is outside this period, the customer should give notice of default to

Amacore and indicate a further reasonable period of delivery, unless specifically stated otherwise by Amacore.

4.4. Failure to deliver by Amacore within the delivery period does not entitle the customer to additional damages or damages in lieu, nor to suspend any of its own obligations under the contract.

4.5. Delivery periods will be extended by the amount of time that the implementation of the contract is delayed by force majeure. They will also be extended by the time that the customer is later in the fulfilment of any obligation than is agreed to or could reasonably be expected by Amacore. Amacore has the right to deliver in parts. Each partial delivery will be deemed an independent contract with respect to the applicability of these conditions.

4.6. If the customer does not accept the delivery of the products on the agreed date, it is immediately in default. Amacore has the right, at its discretion, either to terminate the contract without the need for any court order, or send the goods to the customer at the risk and expense of the customer, or to keep the products at the expense and risk of the customer. All costs arising from the above, including loss of revenue, is payable by the customer.

5. TRANSFER OF TITLE

5.1. All goods delivered by Amacore, regardless of whether these goods have already been resold, remain the property of Amacore until such time as the customer has paid in full everything owed to Amacore under the relevant contract or any earlier of later contract of the same nature, including damages, costs and interest. The customer has no right of retention with respect to these goods.

6. FORCE MAJEURE

6.1. Amacore is entitled to invoke force majeure if the implementation of the contract is, in whole or in part, temporarily or not, prevented or impeded by circumstances, due to third parties or otherwise, that are reasonably beyond its control.

6.2. In the case of force majeure on the part of Amacore, its obligations are suspended. If the force majeure lasts longer than two months, either party may terminate the non-feasible parts of the contract by written notice, without prejudice to the provision of article 10. In case of force majeure the customer is not entitled to any kind of compensation.

7. CLAIMS

7.1. The customer has no right to return the goods without the permission of Amacore.

7.2. If the quality of the delivered goods does not comply with the contract, the customer must submit a claim by telephone and in writing to Amacore no later than 24 hours after physical acceptance in the case of unfrozen goods and within 72 hours after delivery in the case of frozen goods, failing which any claim against Amacore will lapse.

7.3. These claims can be split in visible defects, hidden defects, and other defects.

7.3.1. Visible defects are defects relating to colour deviation, size deviation, erroneous treatment or defects which fall outside the guidelines of Amacore product specification. This list is not exhaustive. In order to take visible defects into consideration, there have to be enough, clear photos on which the defect is visible. There must be a clear image of the label of Amacore Seafood, the Amacore Seafood lot number and the cartons of Amacore Seafood on these photos. The delivered goods have to be inspected for visible defects within 24 hours after physical acceptance.

7.3.2. Hidden defects are defects that relate to microbiological or chemical deviations which fall outside the guidelines of Amacore product specification. To take a hidden defect into consideration, the customer must supply an analysis report according to the requirements of EU Regulation No 2073/2005, performed by a certified laboratory. Photos must be sent to Amacore. There must be a clear image of the label of Amacore Seafood, the Amacore Seafood lot number and the cartons of Amacore Seafood on these photos. The delivered goods have to be inspected for hidden defects within 10 days after physical acceptance. The customer must submit the complaint by telephone and in writing within 24 hours after learning of this defect, failing which any claim against Amacore is lost.

7.3.3. Customer make sure that traceability of Amacore lot no. is maintained after Amacore B.V. delivered goods in complete chain, if not, customer will be responsible for all possible related costs in case of claims and liabilities.

7.3.4. Other defects are defects other than those covered in 7.3.1. and 7.3.2.. Amacore is not responsible for these defects and will not consider them.

7.4. If the customer claims that there is any defect, it must give Amacore the opportunity to have the goods inspected in order to determine the alleged defect. Amacore will have the right to recover the goods.

7.5. Any right to a guarantee lapses if the customer cannot prove by an independent report that the storage of the goods by or on behalf of the customer has been done properly; the handling or processing of the goods have been performed by the customer, or on behalf of the customer by third parties; the customer has not fulfilled any of its obligations to Amacore under the relevant contract in full, in time, or at all.

7.6. If a legitimate claim is submitted in time and in accordance with this article, Amacore may choose either to redeliver at no cost, or credit the customer as far as is reasonable for all or part of the invoice value of the goods in question. These conditions are applicable in case of redelivery.

8. SUPPLY INFORMATION

8.1. The customer will supply Amacore with the accurate information regarding legal restrictions and regulations according to quality, inscriptions, leaflets and packaging. Liability regarding this information lies with the costumer. Costs or penalties as a result of these restrictions and regulations are at the expense of customer.

9. SAMPLES, LIABILITY AND INDEMNIFICATION

9.1. The customer acknowledges that the goods are natural products. Therefore, any sample, extract, or model of the goods shown or supplied to the customer is by way of indication only. Promotional material made by or behalf of the Amacore is always indicative in nature. In other words, no right or defence may be claimed on the basis of the same. Furthermore, no claim against Amacore can be established on the basis of the same.

9.2. Amacore's liability in connection with any defects in goods is limited to the guarantee described in the previous article.

9.3. Amacore's liability is limited to direct loss up to a maximum of the purchase price of the products of the respective batch, plus 15% additional charge up to a maximum of € 15.000,-. Direct loss will include only loss that is directly attributable to the fault of Amacore. Liability for indirect or consequential loss (including loss of profits) is excluded, except in the event of intent or gross negligence by Amacore or it's managerial employees.

9.4. Any claim against Amacore, except one acknowledged by Amacore, lapses after a period of two months from the time the claim arose, or from the moment the customer became aware, or reasonably should have become aware, of the circumstances giving rise to the claim.

9.5. Amacore's employees, or independent contractors engaged by Amacore to perform the contract, may in respect of the customer rely on any defence afforded by the contract as if they themselves were party to that contract.

9.6. The customer will indemnify Amacore, its employees and independent contractors against any third-party claim in connection with the implementation by Amacore of the contract.

10. PAYMENT AND SECURITY

10.1. Payment must be made within 30 days after the invoice date. Amacore is entitled at all times, however, to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

10.2. The customer relinquishes any right to set amounts charged by and between the parties. Guarantee claims do not suspend the payment obligations of the customer.

10.3. If the customer does not pay any amount it owes by virtue of the above, it is automatically in default. As soon as the customer is in default on any payment, all Amacore's remaining claims on the customer are immediately due, without need to serve notice of default. As from the day on which the customer is in default, it is liable to Amacore for interest on the debt of 1.5% per month or part thereof, unless the statutory interest of trade transactions is higher, in which case the highest interest rate applies.

10.4. All judicial and extra-judicial costs concerning the collection of any debt owed by the customer are payable by the customer. The extra-judicial costs shall amount to at least 15 per cent of the amount which is claimed or €200 per claim, whichever is more.

11. RESCISSION AND SUSPENSION

11.1. If the customer fails to fulfil any of its obligations in time, properly, or at all, is declared bankrupt, requests a temporary or permanent moratorium, or proceeds with the liquidation of its business, or if its assets are attached in whole or in part, Amacore is entitled to suspend performance of the contract or to rescind the contract in whole or in part, without prior notice of default, by written notice, at its option and

always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.

11.2. The customer is authorized to terminate an contract only in the cases referred to in articles 4.3 and 6.2 of these conditions, and then only after payment to Amacore of all amounts owed to Amacore at the time, whether or not they have fallen due.

12. PROTECTION OF PERSONAL DATA

12.1. When collecting and (further) processing personal data within the framework of the agreement for the benefit of the customer, Amacore will comply with the obligations arising from the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, from the date of its entry into force, the ePrivacy Regulation and related legislation and regulations.

12.2. The customer indemnifies Amacore against all claims from third parties (including, in any case, users and government agencies), financial government sanctions and costs (including legal aid costs) arising from a breach by the customer of any legal provision relating to the processing of personal data.

13. **DISPUTES AND APPLICABLE LAW**

13.1. Any dispute between parties shall be heard exclusively by the competent court in Rotterdam, unless Amacore chooses another competent forum. If the customer is established in a country outside the European Union, Amacore has the right to settle the dispute through arbitration under the ICC Rules of Arbitration of the International Chamber of Commerce (ICC) by one arbiter in English. Amacore reserves the right to deviate from this.

13.2. The contract and these general conditions are subject to Dutch law.

13.3. The applicability of the CISG is explicitly excluded.

14. AMENDMENT AND LOCATION OF THE CONDITIONS

14.1. These conditions are filed with the Chamber of Commerce for Brabant.

14.2. The latest filed version or the version as it applied at the time of conclusion of the contract applies.

15. FOR GERMAN CUSTOMERS

Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Abnehmer und seine Konzerngesellschaften zustehen. Unser Eigentum erstreckt sich auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Abnehmer stellt die neue Sache unter Ausschluss des eigenen Eigentumserwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.
Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen Lieferanten – unter Ausschluss eines Miteigentumserwerbs des Abnehmers - Miteigentum an der neuen Sache, wobei unser Miteigentumsanteil dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
Der Abnehmer tritt bereits jetzt seine Forderungen aus der Veräußerung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab.
Bei Verarbeitung im Rahmen eines Werksvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.
Solange der Abnehmer seinen Verpflichtungen aus der Geschäftsverbindung an uns ordnungsgemäß nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen.
Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Abnehmers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen.
Scheck-/Wechselzahlungen gelten erst nach Einlösung der Wechsel durch den Abnehmer als Erfüllung.
Hinsichtlich der Vereinbarung von Eigentumsvorbehaltsrechten gilt ausschließlich deutsches Recht.

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