

In case of difference of opinion concerning the explanation of the text of these terms, the Dutch version is legally binding upon parties.

General Purchase Conditions of W. van der Zwan en Zonen B.V.

Having its statutory seat in The Hague. Hereafter to be referred to as **Van der Zwan**

1. APPLICABILITY

1.1 Van der Zwan shall request seller to submit a quotation, holding a specification of quantities or numbers desired, time and place of delivery, of the goods to be supplied. Said offer is to be made out in current Dutch currency.

1.2 An agreement of sale is effected if Van der Zwan has given an order to seller and seller has confirmed said order.

1.3 Van der Zwan can instruct seller the use of a specific form for the confirmation as well as a time limit for its return.

2. ALTERATIONS

2.1 Alterations in the agreement of sale and deviations of these general purchasing conditions are null and void if not agreed upon in writing between Van der Zwan en seller.

2.2 Should alterations lead up to an increase or decrease of costs, the ensuing change in purchase price has to be agreed upon in writing between parties.

2.3 In case the change in purchase price cannot be agreed upon, a dispute is extant between parties, in which case chapter 17 shall be applicable.

3. QUALITY AND DESCRIPTION

3.1 The goods to be supplied are to be entirely suited to the end as made known to seller, with due regard to the details otherwise decided on in the purchase order and attached specification.

4. INSPECTION

4.1 Prior to shipment seller shall carefully check whether the goods are in conformity with the agreement.

4.2 Van der Zwan is entitled to inspect the goods during shipment, tooling, processing and storage. If Van der Zwan chooses to exercise this right, seller shall see to such facilities. as can be expected by Van der Zwan within reason.

4.3 Should Van der Zwan ascertain at any test or check pursuant to both preceding clauses, the goods to be supplied not to be in accordance with the description in the order, or, that it is highly unlikely that on completion of the order the goods will be as ordered, he shall inform the seller on that subject without delay. In that case, seller has to take all measures necessary as yet to meet the specifications as ordered and conditions of the purchase agreement, notwithstanding the stipulations of chapter 9 and 11 of these conditions.

4.4 If the results from the test or check by Van der Zwan or by the independent test institute retained by him are disputed, seller is entitled to execute a second assessment on the condition that the losing party shall pay. A dispute is extant between parties if no agreement can be reached with the reports of these checks and tests; in that case the stipulations of chapter 17 of these purchase conditions shall be applicable.

5. PACKING AND SHIPMENT

5.1 Unless the nature of the goods so forbids, the goods should be properly packed, cooled, conserved or frozen and safeguarded in such a way, that they shall reach their destination in good condition when transported in a normal fashion. Seller shall take out insurance against all risks, reasonably incurred during transport, such to the satisfaction of van der Zwan.

5.2 Seller shall deliver the goods at or ship the same to the place or places as agreed upon in such a way as stipulated in the order or as agreed upon afterwards.

5.3 If seller has supplied pallets, packing cases, crates, containers etcetera for packing and transport or -whether against payment of deposit or security or not- has had supplied by a third party, Van der Zwan is obliged (unless in case of once-only packing) to return these pallets, packing cases, crates and containers to the address as stipulated by seller.

6. STORAGE

6.1 If the goods are ready for shipment and -for any reason whatsoever- Van der Zwan cannot accept the goods on the point of time as agreed upon, seller shall, storage space permitting, upon request of Van der Zwan keep and safeguard the goods and take steps to prevent deterioration of quality until such time as they are delivered at Van der Zwan's.

6.2 Van der Zwan is obliged to reimburse seller for the storage cost at a fee as customary at seller's or -for want of that- at the fee as customary in the line of business of seller's, from the point of time of readiness for shipment of the goods, or -that being a later date- from the date of delivery as stipulated in the purchase agreement

7. TRANSFER OF TITLE AND RISK

7.1 Except for the particulars as stipulated in chapter 7 clause 2, the title and risk of the goods shall be transferred to Van der Zwan upon delivery.

7.2 In case seller postpones shipment at the request of Van der Zwan in accordance with the particulars as stipulated in chapter 6, the title of the goods shall be transferred to Van der Zwan at such a time as further agreed upon between parties; seller shall be bound to separately and recognizably store the goods as property of Van der Zwan. Nevertheless, in that case the goods shall remain at the risk of seller as keeper of the goods until actual delivery at Van der Zwan's at het place or places as expressed in chapter 5 clause 2.

8. TIME OF DELIVERY

8.1 Seller shall deliver the goods at the time of delivery or within the term of delivery specified in the purchase order. In case a term of delivery is agreed upon, this term starts at the date of confirmation of the order by seller.

8.2 As soon as seller knows or expects the delivery to be delayed, he is obliged to inform Van der Zwan without delay. In case parties do not succeed in settling the effects of this delay in mutual agreement, the resulting difference shall be subject to the particulars as stipulated in chapter 17. Seller is responsible for any damages suffered by Van der Zwan as a result of the delay and also as a result of belated information on (probable) delay.

8.3 In case the goods are not entirely or partly delivered at the time agreed upon and parties cannot agree upon an extension of the term of delivery and a compensation of damage as a result of delay, Van der Zwan shall be entitled to regard the agreement as dissolved, such two weeks after a written statement to that effect. This dissolution not only extends to the goods that are

not delivered, but also to the goods already delivered under that same purchase agreement, in case these goods cannot be effectively used anymore as a result of the non-delivery of the rest of the goods. Van der Zwan is not entitled to regard the purchase agreement as dissolved if seller can show his interests in case of dissolution to be damaged more severely than the interests of Van der Zwan in case of delayed execution.

8.4 In case of dissolution Van der Zwan shall be entitled to return for account and risk of seller the goods already delivered under the same purchase agreement but not effectively usable; Van der Zwan can demand from seller reimbursement of payments already effected for these goods.

8.5 In case of dissolution of the purchase agreement seller is obliged to compensate Van der Zwan for any damages incurred over and above those stipulated sub 8.3, e.g. as a result of a replacement purchase or loss of profit.

9. TESTING AND CONDEMNATION

9.1 Insofar sufficient testing in accordance with chapter 4 has not yet taken place during or after processing, assimilation or storage, Van der Zwan shall be obliged to test or have tested those goods of which the nature necessitates testing or makes such desirable within a reasonable period of time after delivery. In case of deep frozen goods the aforementioned term shall be 90 days.

9.2 If -after testing- deficiencies show, seller shall be obliged to replace the faulty goods as soon as possible.

9.3 Seller shall immediately be informed of any condemnation, If parties thereupon cannot reach an agreement concerning the supply of replacement goods, Van der Zwan shall be entitled to

give notice, observing a term of two weeks, to regard the purchase agreement as dissolved, such without legal intervention.

9.4 After dissolution, Van der Zwan shall be obliged to promptly return the goods already delivered for account and risk of seller to a place stipulated by seller. The title of already delivered goods shall be retransferred to seller as a result of this return shipment.

9.5 After dissolution, seller shall be obliged to return the amounts of the purchase price already paid forthwith.

10. GUARANTEE

10.1 Seller shall be liable for any damage to or by the goods, taking place during the guarantee period.

10.2 In settlement of his obligation from liability, seller shall be obliged to substitute the goods or the faulty parts thereof free of charge within a reasonable term.

11. DAMAGE OR LOSS DURING OR AS A RESULT OF TRANSPORT

11.1 Goods, damaged or lost during transport, shall be substituted by seller free of charge, subject to written notification by Van der Zwan to seller within such a term as to enable seller to meet the transport conditions of the carrier, or, in case seller delivers with his own means of transport, within a reasonable term.

12. PURCHASE OF SERVICES

12.1 Seller and all personnel under his supervision are obliged to act upon all instructions, given by van der Zwan.

12.2 Seller shall provide all permits and exemptions needed for the execution of the agreement. Already at this time seller shall safeguard van der Zwan against any third-party-claims concerning the absence of the permits and exemptions needed.

12.3 Seller is responsible for the safety, health and well-being of the employees and subcontractors under his supervision and is obliged to conform to all legal regulations for this work and all other instructions, demands and regulations prescribed in reason by Van der Zwan or any relevant government agency.

12.4 Seller is responsible for meeting all legal obligations with regard to the employees under his supervision, including the payment of social benefits and wage taxes. Already at this time seller shall safeguard van der Zwan against any third-party-claims concerning the non-payment, late payment or incorrect payment of benefits and taxes.

12.5 If and when employees, under supervision of seller, descend from a country outside the Netherlands, but within the EU, seller needs to supply Van der Zwan with names and birth dates of these employees as well as proof that social benefits for these employees are paid to the country in question.

12.6 If and when employees or subcontractors, under supervision of seller, descend from a country outside the EU, seller needs to supply Van der Zwan with names and birth dates of these employees or subcontractors as well as proof that these employees or subcontractors have a valid permit to work in the Netherlands. Already at this time seller shall safeguard van der Zwan against any third-party-claims concerning the presence of non-EU-residents without a valid residence or working permit.

13. PRICE AND PAYMENT

13.1 Unless otherwise agreed upon, the purchase price shall consist of the price of the goods, cost of packing, transport and cost of delivery.

13.2 Van der Zwan is entitled to deduct from the purchase price due the difference between the additional amounts due on the strength of chapters 2 and 6 on the one hand and the amounts due by seller on the strength of chapters 7, 8, 10, 11 and 13 on the other hand.

13.3 Van der Zwan is obliged to pay to seller the price agreed upon increased or decreased in accordance with both previous chapters at such a time as stipulated in the order. If no time is stipulated, a term of payment of 60 days upon receipt of the invoice in question shall apply.

13.4 Van der Zwan, exercising his right to storage as stipulated in chapter 6, remains obliged to pay the purchase price at such a time as stipulated in the order.

13.5 Invoices, sent to Van der Zwan, are to be made out in Dutch coin. All payment made by or on behalf of Van der Zwan shall be effected net, in Dutch coin, unless otherwise agreed upon.

14. LEGAL REQUIREMENTS

14.1 Seller guarantees the composition and quality of the goods to be delivered as per the order to meet in all respects all applicable requirements, as stipulated in laws and/or other regulations, laid down by public authorities, in force at the point of time of concluding the agreement.

14.2 When “standard of quality” is mentioned in orders or confirmations thereof, classification of goods as per the health regulations for the production of and trading in fishery products,

based on regulations of the EU Council and the Dutch Law on goods is meant.

14.3 Seller is obliged to have possible dangerous and/or chemical waste removed by a -for said waste- state accredited company.

15. DISSOLUTION

15.1 Without prejudice to previous stipulations the purchase agreement shall be dissolved by a written statement at such time as the seller is adjudicated bankrupt, applies for a letter of licence, or loses the disposal of his property or parts thereof by seizure or guardianship or otherwise, unless the receiver or trustee accepts the obligations, resulting from this purchase agreement, as a debt of the estate.

15.2 As a result of the dissolution, mutual claims shall become immediately claimable. The particulars as stipulated in chapter 7 are correspondingly applicable.

16. DAMAGES

16.1 Seller will completely indemnify Van der Zwan for all damages and injuries against Van der Zwan, its employees and its clients as a result of actions or negligence by seller, its employees or any third party involved in the execution of the order by seller. Included are damages and injuries, that may arise from the presence, the use or the transportation of goods or materials owned by seller, its employees or any third party involved in the execution of the order by seller.

16.2 Seller shall safeguard van der Zwan against any damage claims by third parties as expressed in chapter 16 clause 1. If a third party makes a claim against Van der Zwan Van der Zwan will immediately inform seller and supply seller with the rele-

vant details. Other than that Van der Zwan will take no action whatsoever, unless seller gives specific permission or if seller fails to act against the damage claim.

16.3 Seller is responsible for all people, materials and tools it uses to execute the order of Van der Zwan. Seller needs to insure these for the entire period of the order execution. Van der Zwan will accept no responsibility or liability, of whatever description, on this subject.

17. APPLICABLE LAW

17.1 A dispute exists, as soon as one party declares it to be.

17.2 Dutch law exclusively shall apply to all agreements and transactions of Van der Zwan.

17.3 All disputes, of whatever description, shall be subjected to the judgement of the Dutch competent court, with the exclusion of all other arbitrating, advisory and judiciary bodies.

Version June 2007