

## Salgs- og leveringsbetingelser

### for World Seafood A/S

#### 1. Aftalens indgåelse

1.1 Nedenstående salgs- og leveringsbetingelser er gældende for ethvert salg fra World Seafood A/S, medmindre andet fremgår af en af World Seafood A/S særskilt underskrevet aftale.

1.2 World Seafood A/S's tilbud er fritblivende, og World Seafood A/S forbeholder sig ret til mellem salg.

#### 2. Levering

2.1 Levering finder sted som angivet i World Seafood A/S's ordrebekræftelse eller faktura i henhold til Incoterms 1990.

2.2 Såfremt kunden ikke rettidigt aftager leverancen, har World Seafood A/S valget mellem at hæve eller fastholde aftalen. World Seafood A/S kan afhænde eller bortskaffe varen for kundens regning og risiko samt kræve skadeserstatning.

#### 3. Mangler

3.1 Mængder og stykantal i tilbud eller ordrebekræftelser er »cirka«-angivelser, således at afvigelser på 10% eller derunder ikke betragtes som misligholdelse.

3.2 Såfremt der stilles krav til leverancens beskaffenhed, som kunden ønsker overholdt, på det sted hvor kunden vil benytte eller videresælge leverancen, er kunden forpligtet til at orientere World Seafood A/S herom.

3.3 Kunden skal straks efter levering underkaste leverancen en grundig undersøgelse.

3.4 Reklamation skal ske til World Seafood A/S straks efter, at manglen er eller burde være opdaget. For fersk fisk skal reklamationen være kommet frem til World Seafood A/S senest 3 timer efter levering. For frosne varer skal reklamation være kommet frem til World Seafood A/S senest 24 timer efter levering. Manglende rettidig og korrekt reklamation medfører, at kunden fortaber sine misligholdelsesbeføjelser.

3.5 Såfremt leverancen er mangelfuld, har World Seafood A/S adgang til enten at foretage efter- eller omlevering inden for en rimelig frist eller at give et forholdsmæssigt afslag i salgssummen.

3.6 Kunden er alene berettiget til at hæve købet og til at kræve skadeserstatning, såfremt manglen er væsentlig og er forårsaget af World Seafood A/S's uagtsomhed.

#### 4. Produktansvar

4.1 Ved leverancer af hele fisk er World Seafood A/S alene ansvarlig for personeller tingsskade, der er forårsaget af World Seafood A/S's uagtsomhed.

4.2 Erhvervstingskader erstattes alene, såfremt disse er forårsaget af World Seafood A/S's uagtsomhed.

4.3 Kunden er forpligtet til at friholde World Seafood A/S for krav fra tredjemand, medmindre kunden godtgør, at World Seafood A/S i medfør af nærværende salgs- og leveringsbetingelser skal bære det endelige tab.

#### 5. Generelle ansvarsbegrænsninger

5.1 Hverken ved forsinkelse, mangler eller produktansvar er World Seafood A/S ansvarlig for driftstab, tidstab, avencetab eller andet indirekte tab.

5.2 World Seafood A/S er ikke ansvarlig for manglende opfyldelse, som skyldes hindringer uden for World Seafood A/S's kontrol, hvad enten hindringerne rammer World Seafood A/S selv eller en af World Seafood A/S valgt underleverandør eller transportør. I sådanne tilfælde udskydes leveringstiden i et tidsrum svarende til hindringens varighed. Hver part er dog berettiget til at annullere aftalen, såfremt hindringen har varet eller må antages at vedvare i mere end 3 måneder.

#### 6. Forældelse

6.1 Alle krav mod World Seafood A/S forældes, medmindre de skriftligt er gjort gældende senest seks måneder efter den fastsatte leveringstid.

#### 7. Lovvalg og værneting

7.1 Enhver tvist afgøres efter dansk ret. Ved international handel finder den autentiske engelsksprogede version af United Nations Convention on Contracts for the International Sale of Goods anvendelse.

7.2 Twister afgøres efter World Seafood A/S's valg enten ved Sø- og Handelsretten i København eller ved voldgift ved Den Internationale voldgiftsret i København i henhold til de til enhver tid gældende sagsbehandlingsregler for Copenhagen Arbitration.

## Conditions of Sale and Delivery

### for World Seafood A/S

#### 1. Conclusion of the agreement

1.1 The below Conditions of Sale and Delivery shall apply to all World Seafood A/S' sales, unless otherwise stated in a separate agreement signed by World Seafood A/S.

1.2 World Seafood A/S' quotation shall be subject to confirmation, and World Seafood A/S reserves the right to intermediate sale.

#### 2. Delivery

2.1 Delivery shall be effected as stated in World Seafood A/S' order confirmation or invoice according to Incoterms 1990.

2.2 In case the Customer does not take delivery of the consignment on time, World Seafood A/S may choose either to cancel or to maintain the agreement. World Seafood A/S may sell or dispose of the goods at the Customer's expense and risk, and may claim damages.

#### 3. Defects

3.1 Quantities and numbers of units stated in quotations or order confirmations are approximate, and deviations of 10% or less shall not be regarded as breach of agreement.

3.2 If the Customer wishes certain requirements to be observed as regards the character of the consignment at the location where the Customer wishes to use or sell the consignment, the Customer shall be obliged to inform World Seafood A/S of such requirements.

3.3 Upon delivery, the Customer shall immediately examine the consignment thoroughly.

3.4 Any complaints shall be made to World Seafood A/S immediately after the defect is discovered or should have been discovered. For fresh fish complaints shall reach World Seafood A/S not later than three hours after delivery. For frozen products complaints shall reach World Seafood A/S not later than 24 hours after delivery. Failure to complain in time and in the correct manner shall result in the Customer forfeiting his right to remedies for breach of agreement.

3.5 If the consignment is defective, World Seafood A/S may either make a subsequent delivery or a replacement delivery within a reasonable time or grant a proportional reduction in the sales price.

3.6 The Customer shall only be entitled to cancel the purchase and to claim damages if the defect is material and is due to negligence on the part of World Seafood A/S.

#### 4. Product liability

4.1 For consignments of whole fish, World Seafood A/S shall only be liable for personal injury or property damage caused by negligence on the part of World Seafood A/S.

4.2 Commercial property damage shall only be compensated if caused by negligence on the part of World Seafood A/S.

4.3 The Customer shall indemnify World Seafood A/S for claims from a third party, unless the Customer proves that World Seafood A/S shall bear the final loss under these Conditions of Sale and Delivery.

#### 5. General limitation of liability

5.1 World Seafood A/S shall not be liable for any operating loss, loss of time, loss of profit or any other consequential loss in connection with any delay, defect or product liability.

5.2 World Seafood A/S shall not be liable for non-fulfilment caused by obstacles beyond its control, regardless of whether such obstacles affect World Seafood A/S itself or a sub-supplier or transport company appointed by World Seafood A/S. In such cases the time of delivery shall be postponed for a period corresponding to the duration of said obstacle. However, either party is entitled to cancel the agreement if the obstacle has lasted or must be expected to last for more than three months.

#### 6. Period of limitation

6.1 All claims against World Seafood A/S shall be barred by limitation unless advanced in writing not later than six months after the fixed time of delivery.

#### 7. Governing law and venue

7.1 Any disputes shall be settled according to Danish law. For international trade, the authentic English version of the United Nations' Convention on Contracts for the International Sale of Goods shall apply.

7.2 Disputes shall, at World Seafood A/S' option, be settled either by the Maritime and Commercial Court in Copenhagen or by arbitration by the International Court of Arbitration in Copenhagen in accordance with the rules of procedure of Copenhagen Arbitration in force at any time.