

# GENERAL TERMS AND CONDITIONS OF PURCHASING

Version September 2026

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## 1. Scope

These General Terms and Conditions of Purchasing apply to all purchases made by Pelanticus. Any terms of the Supplier are expressly rejected unless accepted by Pelanticus in writing.

In case of conflict, the Purchase Order, agreed Product Specification and any specifically negotiated written agreement shall prevail over these Terms.

## 2. Product Compliance

The Supplier guarantees that all products fully comply with the agreed specifications, including species, origin, grade, size, processing method, freezing method, glazing, net weight, packaging and labelling.

All seafood must be fit for human consumption and comply with all applicable food-safety, fisheries and export requirements.

Substitution of species, origin, grade, processor or production site is prohibited without Pelanticus' prior written approval.

## 3. Legal Origin and Traceability

The Supplier guarantees that all products originate from lawful fishing or production activities and are fully traceable.

The Supplier shall provide, where applicable, all required catch certificates, health certificates, origin documents, production records and other supporting documentation.

Products originating from illegal, unreported or unregulated fishing are strictly prohibited.

## 4. Delivery and Cold Chain

Delivery shall take place according to the Incoterm and delivery conditions stated in the Purchase Order, interpreted in accordance with Incoterms® 2020.

Frozen products shall be maintained at the agreed temperature and, unless otherwise agreed, at -18°C or colder.

Any delay, temperature deviation or other circumstance that may affect product quality must be reported immediately.

## 5. Inspection and Rejection

Pelanticus may inspect, sample or test the products before or after delivery.

If products do not comply with the agreement, Pelanticus may reject them, require replacement, demand reprocessing, accept them at a reduced price or recover reasonable costs resulting from the non-conformity.

Inspection, payment or acceptance does not waive Pelanticus' rights regarding hidden defects, food-safety issues or inaccurate documentation.

## 6. Packaging and Documentation

Products must be properly packed, labelled and documented for the intended transport and export.

Incomplete, incorrect or false documentation constitutes non-conforming performance.

The Supplier is responsible for losses caused by incorrect labelling, documentation or packaging.

## **7. Food Safety and Recall**

The Supplier shall immediately inform Pelanticus of any suspected food-safety, traceability or regulatory issue.

Where a recall, seizure, destruction, border rejection or similar action results from the Supplier's breach, the Supplier shall reimburse Pelanticus for all reasonable direct costs resulting from such breach.

## **8. Payment**

Payment shall be made according to the agreed payment terms.

Pelanticus may suspend payment of disputed amounts and may set off amounts owed by the Supplier where legally permitted.

Payment does not constitute acceptance of the products.

## **9. Liability and Compliance**

The Supplier is responsible for direct losses caused by defective products, false declarations, unlawful origin, incorrect documentation or material breach of the agreement.

The Supplier shall comply with all applicable food-safety, fisheries, sanctions, anti-corruption, labour and environmental laws.

Pelanticus may immediately suspend or terminate a purchase where serious compliance, food-safety or legal risks arise.

## **10. Governing Law and Jurisdiction**

These General Terms and Conditions and all agreements entered into by Pelanticus shall be governed by and construed exclusively in accordance with the laws of the Netherlands.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall expressly not apply.

Any dispute arising out of or in connection with these General Terms and Conditions or any agreement entered into by Pelanticus shall be submitted exclusively to the competent court in Rotterdam, the Netherlands.

Notwithstanding the foregoing, Pelanticus shall remain entitled to seek interim, conservatory or protective measures before any other competent court where such measures are necessary to protect its rights or assets.