

GENERAL TERMS AND CONDITIONS OF SALE

Version September 2026

Article 1 - Scope

1. These General Terms and Conditions of Sale ("Sales Terms") apply to all quotations, offers, confirmations, sales and deliveries made by Assentrix Trading(Kvk No: 91826446), trading as Pelanticus, to any customer ("Buyer").
2. Buyer's purchasing conditions or other general terms are expressly rejected unless accepted by Pelanticus in writing.
3. The Sales Confirmation and specifically agreed Product Specification prevail over these Sales Terms where they expressly differ.

Article 2 - Offers and Formation of Agreement

1. Unless expressly stated otherwise, quotations are non-binding and subject to availability, catch, quota, production capacity, credit approval and final written confirmation.
2. An agreement becomes binding when Pelanticus issues an Order/Sales Confirmation or otherwise confirms acceptance in writing.
3. Amendments requested by Buyer are only effective following written acceptance by Pelanticus.
4. Performance, payment of a deposit or acceptance of delivery constitutes acceptance of these Sales Terms.

Article 3 - Product Specifications

1. Product conformity shall be determined by the specifications stated in the Sales Confirmation and agreed Product Specification.
2. Photographs, samples, catalogues, website information and marketing material are indicative unless expressly incorporated into the contract.
3. Natural variations associated with seafood products shall not constitute non-conformity provided the goods remain within agreed specifications and customary commercial tolerances.
4. No representation concerning a particular destination-country requirement shall bind Pelanticus unless that requirement has been communicated and expressly accepted before conclusion of the sale.

Article 4 - Prices

1. Prices are expressed in the currency stated on the Sales Confirmation and exclude taxes, duties and charges unless expressly stated otherwise.
2. Import duties, customs charges, destination charges and local taxes are for Buyer's account except where allocated otherwise by the agreed Incoterm.
3. Extraordinary costs caused by Buyer, including amendments after confirmation, storage, detention, demurrage, redirection or failure to take delivery, may be charged to Buyer.

Article 5 - Payment

1. Payment shall be made strictly in accordance with the Sales Confirmation.
2. Pelanticus may require advance payment, deposit, documentary collection, confirmed documentary credit or other security.

3. Buyer may not withhold, deduct or set off amounts unless expressly accepted by Pelanticus or required by mandatory law.
4. If Pelanticus reasonably doubts Buyer's creditworthiness, Pelanticus may require additional security or advance payment before continuing performance.
5. Failure to pay when due entitles Pelanticus to suspend future production, loading or delivery and to claim applicable statutory recovery costs.

Article 6 - Delivery and Incoterms

1. The agreed Incoterm shall be interpreted in accordance with Incoterms® 2020.
2. If no Incoterm is expressly agreed, delivery shall be FOB Agadir, Morocco (Incoterms® 2020).
3. Shipment and delivery dates are estimates unless expressly confirmed as fixed and guaranteed.
4. Pelanticus may make partial shipments where commercially reasonable.
5. Carrier schedules, vessel availability and transit times occurring after risk transfer are not guaranteed by Pelanticus.
6. Buyer shall provide all shipping instructions and destination information sufficiently in advance.

Article 7 - Failure to Take Delivery

If Buyer fails to take delivery when required:

1. delivery may be deemed to have occurred for contractual purposes to the extent permitted by the agreed Incoterm;
2. all resulting storage, electricity, reefer, detention, demurrage, handling and additional transport costs shall be for Buyer's account;
3. Pelanticus may suspend further deliveries; and
4. Pelanticus may resell or otherwise dispose of the goods after reasonable notice where necessary to mitigate losses.

Article 8 - Risk and Retention of Title

1. Risk transfers according to the agreed Incoterm.
2. To the maximum extent permitted by applicable law, title to the products remains with Pelanticus until all sums relating to the relevant sale have been paid in full.
3. Transfer of risk and transfer of title are separate events.
4. Buyer shall adequately insure goods from the moment risk passes.

Article 9 - Import Requirements and Buyer Responsibilities

Buyer is responsible for:

- (a) obtaining required import licences and authorisations;
- (b) verifying destination-country requirements before order confirmation;
- (c) providing correct consignee and customs information;
- (d) complying with sanctions and trade restrictions applicable to Buyer; and
- (e) timely customs clearance following arrival.

Pelanticus is responsible only for documentation expressly included in the Sales Confirmation.

Article 10 - Cold Chain and Storage

Following transfer of risk, Buyer is responsible for maintaining appropriate transport and storage conditions.

Frozen products must remain at the agreed temperature and, unless another requirement applies, at -18°C or colder subject to permitted handling fluctuations.

Any claim involving temperature or product condition must be accompanied by available container, reefer, temperature logger and cold-storage records.

Article 11 - Inspection and Claims

1. Buyer shall inspect container condition, seals, quantity and externally visible condition immediately upon receipt.
2. Buyer shall inspect the products as soon as reasonably possible and in any event within 48 hours after delivery or arrival at the agreed destination where Pelanticus bears transport responsibility to that destination.
3. Claims concerning visible quality, quantity, packaging, grade, glazing or weight must be notified in writing within 48 hours following the inspection period.
4. A defect that could not reasonably have been discovered during normal inspection must be reported immediately after discovery and supported by objective evidence.
5. No claim may be processed unless Buyer:
 - identifies the affected lot;
 - provides photographs and relevant documentation;
 - preserves representative samples;
 - preserves the goods in appropriate cold-storage conditions; and
 - allows Pelanticus or its appointed surveyor reasonable opportunity to inspect.
6. Buyer may not destroy, process, repack, resell or return disputed goods in a manner that prejudices investigation without Pelanticus' prior consent, except where required by authorities or necessary for food safety.
7. The burden of establishing that an alleged defect existed before transfer of risk remains with Buyer to the extent permitted by applicable law.

Article 12 - Weight, Glazing and Quantity

1. Net weight, glazing and quantity shall be determined in accordance with the Sales Confirmation, agreed specification and applicable measurement method.
2. Reasonable industry tolerances and natural weight variation associated with frozen products shall not constitute breach unless they exceed contractual or statutory tolerances.
3. Claims concerning weight must be supported by reliable calibrated weighing records taken without unreasonable delay.

Article 13 - Remedies

If Pelanticus accepts that products materially failed to comply with the contract at the time risk transferred, Pelanticus may, at its discretion:

- (a) replace the affected quantity;
- (b) supply missing quantity;
- (c) grant a reasonable credit or price reduction; or
- (d) refund the price paid for the affected goods.

These remedies shall constitute Buyer's primary contractual remedies, subject to mandatory law.

Article 14 - Liability

1. Pelanticus shall not be liable for defects caused after transfer of risk, including improper storage, temperature abuse, handling, customs delay or transport for which Buyer bears risk.
2. Pelanticus shall not be liable for indirect or consequential loss, lost profit, loss of resale opportunity, loss of market, loss of goodwill or business interruption except where such exclusion is prohibited by mandatory law.

3. Pelanticus' aggregate liability relating to a particular shipment or affected lot shall, to the maximum extent permitted by applicable law, not exceed the invoice value of the affected goods.
4. Nothing in these Sales Terms excludes liability that cannot legally be excluded.

Article 15 - Fisheries, Seasons, Quotas and Availability

Buyer acknowledges that seafood supply may depend on biological conditions, catch volumes, official fishing seasons, quotas and governmental decisions.

Pelanticus may reasonably adjust, postpone or cancel affected quantities where performance becomes impossible or materially restricted due to:

- closure or modification of a fishing season;
- reduction or exhaustion of quotas;
- fishing bans;
- governmental or regulatory intervention;
- port closure;
- export restrictions;
- extraordinary shortage of lawful catch; or
- other events beyond Pelanticus' reasonable control.

Pelanticus shall notify Buyer as soon as reasonably practicable.

Article 16 - Force Majeure

Pelanticus shall not be liable for delay or failure caused by circumstances beyond its reasonable control, including natural disasters, severe weather, governmental measures, war, civil unrest, sanctions, strikes, port disruption, transport disruption, power failures, refrigeration incidents, vessel cancellation, carrier failure, epidemic, fishing restrictions or similar events.

Pelanticus may suspend performance for the duration of the event or terminate the materially affected part of the agreement where continued performance is no longer commercially or legally reasonable.

Article 17 - Compliance and Sanctions

Buyer represents that neither Buyer nor any party materially involved in the transaction is prohibited from participating under applicable sanctions or trade restrictions.

Buyer shall not request Pelanticus to falsify origin, customs, health, catch or commercial documentation.

Pelanticus may immediately suspend or terminate any transaction that reasonably presents a sanctions, regulatory, fraud, corruption or compliance risk.

Article 18 - Confidentiality

Commercial terms, pricing, sourcing information, customer information, specifications and other non-public information received from Pelanticus shall be treated as confidential.

Buyer may not use Pelanticus' trademarks, photographs, documents or commercial identity publicly without prior written permission.

Article 19 - Suspension and Termination

Pelanticus may suspend or terminate affected contracts if Buyer:

- (a) fails to pay when due;
- (b) fails to provide required security;
- (c) materially breaches an agreement;
- (d) becomes insolvent or subject to comparable proceedings;
- (e) fails to take delivery; or
- (f) creates a material sanctions, compliance or credit risk.

Upon such event, Pelanticus may declare outstanding amounts immediately due to the extent permitted by applicable law.

Article 20 - No Waiver

Failure by Pelanticus to enforce any right immediately does not constitute waiver of that right.

Acceptance or investigation of a late complaint does not constitute admission of liability or waiver of these Sales Terms.

Article 21 - Severability

If any provision is invalid or unenforceable, the remaining provisions remain effective.

The invalid provision shall, where legally possible, be replaced by a valid provision that most closely reflects its commercial purpose.

Article 22 - 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.