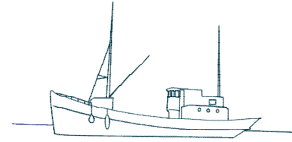


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GENERAL TERMS AND CONDITIONS VERSION

1. The Parties

The Seller and the Buyer (hereinafter referred to as “the Parties”) warrant that they are corporations duly organized, validly existing and in good standing under the laws of their respective country of origin. These General Terms and Conditions form part of any and all contracts or agreements (hereinafter “Contract”) which makes reference to these General Terms and Conditions (whether such Contract is concluded by signing of a single contractual document, or by exchange of electronic contractual documents with scanned signatures, or by exchange of e-mails without signatures, or by any other means in which agreements may validly be entered into under Norwegian law).

2. Dispute Resolution. Applicable Law

Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall be finally, bindingly and irrevocably settled by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The rules for fast-track arbitration shall apply where the amount in dispute does not exceed NOK 2,000,000. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the response to the request for arbitration.

The arbitration shall be conducted in Oslo. The arbitration shall, unless the Parties agree otherwise, be conducted in the English language if English is the language of the Contract. If both Parties are Norwegian companies, the arbitration shall be conducted in the Norwegian language. Written evidence may be submitted in the original language, and witnesses may be heard in English, Norwegian or such major language as of their choice (if needed, assisted by a translator). Upon request the arbitration panel shall be obliged to provide each Party with an original copy of the arbitral award duly signed in person by all arbitrators, whose signatures on the award shall be notarized and apostilled.

This Contract and all agreements supplementary or ancillary to the Contract shall be governed by the laws of the Kingdom of Norway as to all matters.

The above provisions on dispute resolution and applicable law are binding between the Parties even in case one of the Parties contends not to be bound by the material provisions of the Contract, on grounds of alleged invalidity of the Contract or otherwise.

3. Arrest, attachment and enforcement

The agreement of the Parties to refer disputes to arbitration, cf. Clause 2 above, shall not prejudice the right of the Seller to apply to a court competent to deliver an order for arrest or other kind of attachment of the Goods or the assets of the Buyer in any jurisdiction where the Goods or such assets may be found.

The Parties agree that any arbitration award procured according to Clause 2 above shall have full enforceability according to the New York Convention on the recognition and enforcement of foreign arbitral awards of 10 June 1958 and any other similar conventions or laws. For purposes of enforcement in jurisdictions in which the courts do not, as a matter of fact or of law, honour and uphold Norwegian arbitration awards in general or the arbitration award between the Parties in particular, the Parties agree that any arbitration award procured according to Clause 2 above shall have the effect of a binding agreement between the Parties.

4. Claims/complaints

All claims including claims with respect to quality and/or quantity of the goods sold under the Contract (the “Goods”) are to be submitted by the Buyer to the Seller as soon as possible, and at latest within seven (7) days upon the arrival of the Goods at the place of physical delivery according to the Contract. The Buyer shall submit such claims in writing together with documentation substantiating the claim as well as a survey report issued by an independent surveyor such as Lloyds or SGS. Should the Buyer fail to submit the claim within the time limit stipulated above, he will lose all rights to raise claims in relation to the delivered Goods. The Parties agree that this is justified by the fact that the Goods are food with limited durability.

If the claim concerns the quantity of the Goods, and the claim has been submitted by the Buyer as described in this Clause 4, the Seller has the right to cure the defect either through additional delivery or by making a monetary refund of the (corresponding) part amount paid for the missing quantity.

If the claim concerns the quality of the Goods, and the claim has been submitted by the Buyer as described in this Clause 4, the Seller and the Buyer shall negotiate for a price deduction. If the parties do not reach an agreement for a price deduction within 2 (two) weeks from the date when Buyer submitted claim in accordance with this Clause 4, the Seller has the right to

take the Goods back on the condition that the Buyer is afterwards fully re-imbursed for purchase price of the Goods which Buyer has paid.

In no event, whether the claim concerns quantity, quality or non-delivery, shall the Seller be liable for any special, indirect or consequential damages, including, but not limited to, damages for loss of revenue, cost of capital, or claims from customers or other third parties.

If payment is not received within 2 (two) weeks of the due date in the corresponding invoice, Seller shall have the right to declare substantial breach of contract and rescind the Contract, including the right to re-sell the Goods to third parties and demand that Buyer pays damages to Seller for all costs and losses caused by the substantial breach of contract, including but not limited to the price difference between the sale under the Contract and the re-sale to a new third party buyer. Seller shall have the right to recover such and other monetary claims against Buyer by holding back and/or selling goods belonging to Seller or Buyer which is in Seller's possession as a result of the Contract or as a result of other contracts. Again, the Parties acknowledge that this short time limit (two weeks) for declaring substantial breach of contract is warranted by the fact that the object of the Contract, i.e. the Goods, are foord with limited durability.

5. Force Majeure

Neither Party shall be liable for breach of contract, including failure or delay in performance, when such breach results from any cause not within the Party's reasonable control, including but not limited to fire, war, flood, bad weather, earthquake, military operations of any character, pandemics, blockade or strike. If the Seller does not get the permits which are necessary for him to deliver the goods, including but not limited to acceptance of documents and quality for import to EU/EEA, this is always to be treated as a Force Majeure instance. In case of such and other Force Majeure instances, the time limit for a Party's performance shall be extended for a period equal to the duration of any such cause. The Party wishing to claim relief by reason of such circumstances, shall without delay notify the other Party in writing on the intervention and on the cessation thereof, however not later than 7 days from the time of their beginning or cessation. Force Majeure can not be invoked as an excuse for delays in payment of purchase price.

6. Extended Retention of Title

6.1 The Goods delivered by the Seller to the Buyer remain the property of the Seller until full payment of all existing current and future claims of the Seller against the Buyer arising out of the business relationship. This shall also apply if individual claims of the Seller are included in a current account and, as a result of an acknowledgement of the balance, the claim to the account balance takes the place of the individual claims (current account reservation – "Kontokorrentvorbehalt").

6.2 The Buyer is only entitled to resell or process the reserved Goods under consideration of the following provisions and only subject to the provision that the claims pursuant to section 6.3 are actually transferred to the Seller. The entitlement ends with the revocation by the Seller as a result of a sustainable deterioration in the financial situation of the Buyer. It shall also end without revocation upon suspension of payments by the Buyer or with an application for the opening of insolvency proceedings against the Buyer's assets.

6.3 If reserved Goods are processed by the Buyer into a new movable product, the processing shall be carried out for the Seller without the Seller being obliged out of this. The Seller directly and immediately acquires property right to the new item. In the event of processing, mixing or blending with goods not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the invoice values of his reserved Goods to the total value.

6.4. a) In order to secure the rights of the Seller, the Buyer already now assigns his future claims resulting from the resale of the reserved Goods – in the case of Seller's co-ownership of the reserved Goods in accordance with his co-ownership share – with all ancillary rights to the Seller accepting this. The same applies to other claims which take the place of the reserved Goods or otherwise arise with regard to the reserved Goods, such as balance claims, insurance claims or claims arising from tort in the event of loss or destruction.

b) If the Buyer has sold the claim within the framework of non-recourse factoring, the Seller's claim shall become due immediately, the Buyer shall assign the claim against the factor taking its place to the Seller accepting this and shall forward payments by the factor to the Seller without delay.

c) The authorization of the Buyer to collect the assigned claims shall be governed by section 6.2 accordingly. If the Buyer's right to collect ends, he shall enable the Seller to collect the claims himself.

6.5 The Buyer shall store the reserved Goods for the Seller free of charge. He must insure them against the usual risks such as fire, theft and water to the customary extent.

6.6 All claims as well as the rights arising from the Retention of Title to all special forms specified in these General Terms and Conditions shall remain in force until complete release from contingent liabilities (e.g. liability for bills of exchange) which the Seller has entered into in the interest of the Buyer.

7. Other conditions

Neither Party may assign this agreement without the other Party's written approval in advance.

Payment of purchase price after due date will result in liability to pay interests at 0.25% of purchase price pr. started week.

Date : 18.09.2024