

## 1. APPLICATION

- 1.1 These conditions apply to sales of krill products (the Products) by Aker BioMarine Antarctic AS (the Company) and shall support the Contract.
- 1.2 The Contract shall mean the sales agreement entered into between the Company and the Customer following the receipt of the Customer's order of the Products, including these conditions, the quotations and guidelines issued by the Company.
- 1.3 In case of inconsistency, the Contract shall prevail. However, for issues not regulated in the Contract, these conditions shall apply.

## 2. QUOTATIONS, ORDERS AND PRICES

- 2.1 All quotations issued by the Company for the supply of Products shall remain open for acceptance for the period stated in the quotation or, if none is stated, for thirty days. Otherwise, Company has the right at any time to revise the prices of the Products without notice.
- 2.2 No order will be binding upon Company until accepted in writing by Company, and Company will have no liability to Customer with respect to purchase orders that are not accepted. Delivery or shipment of an order will be deemed to constitute Company's acceptance thereof.
- 2.3 All prices quoted for the supply of Products shall be exclusive of value added tax or any other taxes or customs duties, and the Company shall be entitled to charge these items to the Customer at the rate applicable at the date of invoice.

## 3. PAYMENT

- 3.1 The Customer shall pay the purchase price and any other payment due in full free of bank charges as specified in the invoice or at the latest within 30 days from the invoice date. Unless otherwise agreed, the first two deliveries to any Customer must be paid 100% upfront.
- 3.2 The Company shall be entitled to claim the current Norwegian statutory overdue interest rate (8.50% p.a. from 1<sup>st</sup> of July, 2017) on any overdue payments from the due date until payment in full is received by the Company. Customer will pay all of Company's costs and expenses (including attorneys' fees, court costs and collection costs) incurred to collect any amounts owing Company.
- 3.3 In the event of delayed payment, the Company reserves the right to suspend deliveries and/or cancel any of its outstanding obligations under the Contract.

## 4. DELIVERY, RISK AND TITLE

- 4.1 Product are to be delivered according to the delivery terms stated in the Contract. Customer is responsible for obtaining all necessary import permits etc. and to request documentation for this.
- 4.2 Product risk shall pass to the Customer in accordance with the delivery terms stated in the Contract.
- 4.3 Unless clearly specified, delivery dates are approximate only, and while Company shall use commercially reasonable efforts to meet delivery dates it will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Customer (or any of its customers) if it fails to meet such dates.

## 5. PRODUCT QUALITY AND WARRANTIES

- 5.1 Customer shall inspect the Products for defects promptly after delivery. Products that are not rejected in writing within 45 days of delivery shall be deemed accepted. For defects in Products, the Company's liability shall be limited to replacement of defective Products within reasonable time, excluding any return of the Products.
- 5.2 Customer certifies that all Products will be used solely for animal feed purposes, and will not be utilized for any other application or purpose.
- 5.3 The Company shall indemnify and hold the Customer harmless from and against all product liability claims from third parties, provided that such claims or losses are based on the conditions of the Product as delivered by the Company to the Customer and not due to breach of guidelines, negligence, illegal or non-approved action or wilful misconduct by the Customer or any third party. A condition for the application and validity of this indemnity is that the Company is given full right to administer the defence of such claims from the time when the Customer is notified of the existence of the claim and until the claim has been settled in or outside of a competent court.
- 5.4 The Company will indemnify Customer from and against all actions, claims, demands, costs and expenses (including the costs of defending any claim) brought in respect of any infringement to third party intellectual property rights which may arise with respect to the Product or be a consequence of Company's production, marketing or sale of the Products

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- 5.5 Save for the warranties set out above, the Company shall not be liable to the Customer for any economic loss or damage relating to its Products. In no event shall the Company be liable for any indirect or consequential damages or for the cost of procurement from third parties of any substitute goods. The maximum liability of Company hereunder shall not exceed the amounts paid by Customer to Company.
- 5.6 On equal terms, the Customer shall indemnify the Company in respect of any claim which may be made against the Company relating to the Products and caused by Customer's use or treatment of the Products, such as breach of guidelines.

## 6. TRADEMARKS

- 6.1 The Customer undertakes not to use any trademarks or trade names applied by the Company to the Products (including without limitation *Aker BioMarine*<sup>TM</sup> and *QRILL*<sup>TM</sup>) without express agreement from the Company, nor do or permit anything whereby the goodwill and reputation of such trademarks or trade names is prejudiced or damaged.
- 6.2 The Customer undertakes not to register any trademark or domain name applied by the Company to the Products anywhere, or with a wording confusingly similar thereto, and agrees to assign any registrations made in breach of this obligation to the Company free of charge.

## 7. COMPLIANCE, CSR AND ANTI-CORRUPTION

- 7.1 The Customer is at all times responsible for complying with applicable national and international laws, regulations and industry standards with respect to feed.
- 7.2 Customer shall uphold the highest standards of business ethics and adhere to Company's code of conduct (as available online and updated from time to time) in the performance of the Contract. Furthermore, Customer confirms that it will act in compliance with applicable labour standards, anti-discrimination rights and fundamental human rights and norms as described in the Universal Declaration of Human Rights.
- 7.3 Customer agrees that it will not directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to this Contract and/or Company's or Customer's businesses.
- 7.4 Customer agrees to act and conduct its business in a transparent, fair and ethical manner.

## 8. MISCELLANEOUS

- 8.1 No Products may be returned for credit or refund without prior authorization of Company.
- 8.2 In the event of possible regulatory breach or patent or trademark infringement directly or indirectly caused by the Customer's sales activities that results in a documentable financial or operational risk to the Company, the parties shall cooperate to resolve the situation. If the Company's risk cannot be reduced to an acceptable level, the Company shall have the right to order Customer to stop all sales causing such risk unless a sufficient and commercially reasonable guarantee is offered to the Company. This also applies if Customer's customers breach the restrictions herein.
- 8.3 Information regarding for example prices, business issues, unpatented inventions and/or technological know-how exchanged between the parties shall be kept strictly confidential and secured with at least the same efforts as the receiving party uses to protect its own trade secrets, which shall not be less than commercially reasonable efforts.
- 8.4 The rights accruing to Company hereunder will be deemed for the benefit of Company and its affiliates and subsidiaries.
- 8.5 These conditions and the Contract shall be governed by and construed in accordance with Norwegian law, and the Company and the Customer each submit to the jurisdiction of the courts of Oslo, Norway.

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