

General Terms and Conditions of Delivery Kingfish Zeeland B.V. (B2C)

Last updated: November 2022

Welcome! These are the general terms and conditions of delivery (the “**Conditions**”) of Kingfish Zeeland B.V. (“**Kingfish**”). Kingfish is a sustainable fish farm based in the Dutch province of Zeeland. Sustainability and respect for our fish and the environment are our key values. Our Dutch Yellowtail is of high quality and raised without polluting the environment (the “**Product**”). For more information, please see our website: www.dutchyellowtail.com (the “**Website**”).

We recommend you to read these Conditions carefully: they apply to all offers, agreements and other dealings between Kingfish and you as a customer (the “**Customer**”). Kingfish offers its Products on the condition that the Customer accepts these Conditions. Kingfish may amend these Conditions. The latest version of the Conditions, available on the Website and the Webshop, will always apply between Kingfish and the Customer.

1. Definitions

- 1.1. **Agreement:** the agreement established between Kingfish and the Customer at the time that Kingfish accepts an Order, including any amendment or supplement thereto.
- 1.2. **Customer:** the natural person who orders the Products from Kingfish and enters into an Agreement with Kingfish or negotiates with Kingfish to conclude an Agreement. In these Conditions, the Customer is also referred to as “**you**” and “**your**”.
- 1.3. **Kingfish:** Kingfish Zeeland B.V., a company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under Dutch law, having its registered office in (4485 PM) Kats at Oost-Zeedijk 13, the Netherlands, registered with the Dutch Chamber of Commerce under registration number: 81226136. In these Conditions, Kingfish is also referred to as “**we**”, “**us**” and “**our**”.
- 1.4. **Order:** any Products ordered via the Webshop.
- 1.5. **Parties:** Kingfish and the Customer, together.
- 1.6. **Products:** the products from Kingfish, which can be ordered via the Webshop.
- 1.7. **Webshop:** the online webshop, as available from time to time at www.dutch-yellowtail.com or at any other URL indicated by Kingfish.

2. Offer

- 2.1. In the Webshop Kingfish sells Dutch Yellowtail fish. See [the Webshop](#) for the current range of Products.
- 2.2. The offer is without obligation. Kingfish can change and adapt the offer at any time.
- 2.3. All images, specifications and details in the offer are indicative and cannot be a reason for compensation of damages or termination of the Agreement.

3. Order

- 3.1. The Customer can place an Order via the Webshop. After placing the Order, the Customer shall receive an Order confirmation and a separate e-mail with the relevant shipment tracking details.

- 3.2. However, to place an Order and for us to fulfil the shipment of the Order, you must provide us with your personal data. This personal data must be entered truthfully, and it must be up to date. We ensure proper protection of your personal data; please see the Privacy Notice on our website. Kingfish delivers Orders from Tuesday to Saturday across Europe.
- 3.3. Kingfish is not liable for any loss arising in the execution of the Agreement due to Kingfish acting on incorrect or incomplete information provided by the Customer.
- 3.4. If the Customer orders Products in addition to an Order already placed, a separate Order shall be agreed for this which shall form part of the Agreement already concluded. In the event the previous Order has not been shipped yet, Kingfish will combine the Orders in one shipment, will send a new Order confirmation to the Customer and will cancel the previous Order confirmation.

4. Establishment of Agreement

- 4.1. The Agreement between Kingfish and the Customer is established after an Order has been accepted by Kingfish.
- 4.2. Kingfish reserves the right, without giving any reasons, not to accept an Order or only to accept it on the condition that the shipment is sent 'cash on delivery' or after prepayment.
- 4.3. Kingfish is entitled to carry out a check in case an Order is placed on the basis of payment after delivery or payment via credit card. Based on this check, Kingfish may offer an alternative method of payment or refuse the Order.

5. Delivery

- 5.1. At the time that an Agreement is established, Kingfish will ensure delivery of the Order in the manner as set out on the Website.
- 5.2. Kingfish offers both fresh and frozen Products. Delivery takes place while stocks last and depends on the availability. Kingfish executes the Order to the best of its knowledge and ability. If Kingfish cannot perform an Order due to limited stocks or availability, a discontinued Product or any other valid reason, Kingfish shall inform the Customer as soon as possible and each Party may reject or cancel the Order.
- 5.3. Kingfish delivers the Order to the address that the Customer has specified when placing the Order. The Customer can no longer change the address once Kingfish has already sent the Order. Kingfish cannot ship any Orders to the Wadden islands (*Waddeneilanden*) in the Netherlands.
- 5.4. Kingfish will use its best efforts to deliver the Order within the time-limit stated on the Website. However, all time-limits stated on the Website are indicative. No rights can be derived from the indicated time-limits.
- 5.5. We guarantee that you will receive the Order at the latest within thirty (30) days after confirmation of the Order. Should this inadvertently not be the case, then you may request us to (a) immediately repay the amount that you paid for the Product, or (b) send you a replacement Product (of equal value).
- 5.6. If at the time of delivery neither the Customer nor a person designated by the Customer is present at the delivery address, or if the Customer or the person designated by the Customer is unable to accept the Order, the carrier will, if possible, deliver the Order to one of the Customer's neighbours and will leave a notice in the Customer's mailbox. In such a case, Kingfish can no longer guarantee the quality of the Products, due to the (perishable) nature thereof.
- 5.7. Kingfish will use reasonable efforts to deliver the Products in such way the quality of the Products is secured. Upon receipt, non-frozen Products should be placed under refrigeration at a temperature between 0°C-4°C. In case the storage instructions, as stated on the packaging label, are not complied with, Kingfish cannot guarantee the quality of the Products, due to the (perishable) nature thereof. Also see article 6 and 7.
- 5.8. The Customer is obliged to ensure that (personal) delivery of the Order on the expected delivery date is possible, on the address provided by the Customer.
- 5.9. Kingfish is not liable for (the quality of the Products in the event of) a delivery that takes place beyond the expected delivery date if this delay is attributable to the Customer. In that event the Customer may not claim a refund or a replacement Product as referred to in article 5.5.

6. Customer obligations related to the Products upon delivery

- 6.1. The Customer acknowledges that Kingfish cannot guarantee that the Products are still 100% deep- frozen or chilled (as the case may be) upon delivery to the Customer, due to the fact that the freezing/chilling quality of the Products may depend on various factors beyond Kingfish's control, such as (for instance) the distance of the transport to the Customer. Kingfish will pack the product in thermo bag with gel-packs and use temperature-controlled (chilled temperature) for deliveries within the Netherlands and Belgium. For other destinations, the product will be carefully packed in a thermobag with extra gel packs but use ambient temperature logistics.
- 6.2. The Customer is obliged to check the condition, the quantity and the properties of the Products upon receipt. If the Order does not fulfil the requirements set by the Agreement and/or the Products are not in conformity (*non-conformiteit*), then the Customer must inform Kingfish immediately via the contact details in article 15.
- 6.3. The Customer is aware that the Products must be consumed at short notice and the Customer shall ensure that the Products are correctly stored and prepared.
- 6.4. Kingfish is not liable for any (direct or indirect) damages of the Customer in case of unreasonable (mis)use, and in particular not in case the Customer does not comply with instructions for use and durability / storage conditions. These instructions are described on the packaging of the Products, in these Conditions, on our Website and in our FAQ.

7. No return policy & Exclusion from the right of withdrawal

- 7.1. Our Products cannot be returned, and the right of withdrawal does not apply, as our Products perish quickly, have a limited shelf life, and are sealed Products that for reasons of health protection or hygiene are not suitable to be returned. Also see article 16 of the Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.
- 7.2. In the event you are not satisfied with the Order, please follow the complaints procedure as described in article 12. We will attempt to mutually find a fitting solution.

8. Force majeure

- 8.1. In case of force majeure Kingfish is not held to its obligations to the Customer. Kingfish is entitled to suspend its obligations for the duration of the force majeure.
- 8.2. Force majeure means any circumstance which is independent of the will of the Parties, as a result of which performance of the Agreement cannot reasonably be required of Kingfish, whether temporarily or permanently. Force majeure shall in any event include: (civil) war and the threat of (civil) war, natural disasters, strikes, excessive absenteeism of Kingfish's employees, transport problems, fire, lack of raw materials, government measures by any government whether in the Netherlands or elsewhere, in any event including import and export prohibitions, quota schemes, and breakdowns at Kingfish or at suppliers of Kingfish as well as non-performance or force majeure on the part of suppliers as a result of which Kingfish is not or no longer able to meet its obligations to the Customer.
- 8.3. In the event of force majeure Kingfish is entitled to terminate the Agreement with the Customer, or suspend performance of the Agreement until the circumstance that causes the force majeure has ceased to exist. The Customer shall not be entitled to any compensation or damages for any such loss or damage.
- 8.4. Kingfish is entitled to require payment for any acts carried out in connection with execution of the Agreement prior to the force majeure having occurred.

9. Prices and payment

- 9.1. The Product prices stated in the Webshop are in Euros, including (9%) VAT in the Netherlands and excluding shipping costs.
- 9.2. The shipping costs vary per country of delivery and depend on the ordered Products. Shipping costs are calculated at the checkout in the Webshop based on the shipment address. Kingfish will not charge shipping costs for Orders over EUR 50 (incl. VAT).

- 9.3. Payments of Orders are processed through the payment methods supported by us, as further communicated on the Webshop.

10. Intellectual property rights

- 10.1. All intellectual property rights (such as: copyrights, word trademarks, figurative trademarks, tradenames) vesting in our Products, packaging, Website, Webshop, our texts, photographs, images and other (promotional) materials are exclusively owned by Kingfish (or are managed by us with permission of the entitled party) and remain with Kingfish without restrictions. You may not infringe these intellectual property rights in any way or form.

11. Privacy

- 11.1. Kingfish respects the privacy of the Customer. Kingfish is compliant with the EU's General Data Protection Regulation and other relevant privacy legislation and regulations. When visiting and/or using the Website or Webshop, certain personal data will be processed. Our Privacy Notice explains which personal data we collect and for what purposes.

12. Complaints procedure

- 12.1. Please contact us if you have any complaints about the execution of the Agreement and/or our Products. Send your comprehensively described complaints as soon as possible to webshop@kingfish-zeeland.com
- 12.2. Your complaint regarding the execution of the Agreement will be dealt with as soon as possible, yet at the latest within fourteen (14) days after receipt thereof. Should it take longer to finalize the complaint, a confirmation of your complaint will be sent within fourteen (14) days, to inform you when a substantive response can be expected.
- 12.3. In the event of a complaint regarding the (quality of the) Products, we strive to respond within forty-eight (48) hours. Should it take longer to finalize the complaint, we will contact you to inform you when a substantive response can be expected.
- 12.4. You can also visit the [European ODR platform](#) in order to file a complaint.

13. Miscellaneous

- 13.1. If Kingfish does not enforce parts of these Conditions and/or the Agreement, this cannot be regarded as a waiver of the right to enforce this at a later stage against the Customer.
- 13.2. The Customer cannot transfer his rights and obligations under these Conditions and/or the Agreement to third parties.
- 13.3. Kingfish can assign and/or transfer all rights and obligations under these Conditions and/or the Agreement to a third party, without consent from the Customer being required.
- 13.4. If any provision of these Conditions and/or the Agreement is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Conditions and/or the Agreement. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that closely achieves the aim and scope of the replaced provision.

14. Applicable law and competent court

- 14.1. These Conditions and all Agreements between Kingfish and the Customer are exclusively governed by Dutch law.
- 14.2. Unless contrary to mandatory law, all disputes and claims arising out of or in connection with these Conditions and/or the Agreements must be submitted to the competent court in Zeeland-West-Brabant.

15. Queries, remarks and suggestions

- 15.1. Kingfish wants to offer all its Customers an optimum service. For any queries, remarks or suggestions, please contact us using the contact details below or via the contact form on the Website. We will strive to respond to messages within

five (5) working days.

Kingfish Zeeland B.V.

Oost-Zeedijk 13

4485 PM Kats The Netherlands

Email address: webshop@kingfish-zeeland.com

Chamber of Commerce no.: 81226136

VAT Number: NL8620.00.105.B.01