

STANDARD SALE TERMS AND CONDITIONS OF MARINER SEAFOODS INTERNATIONAL SDN. BHD.

1. These terms and conditions shall apply to all contracts for the sale of fish and fish products (the “Products”) by Mariner Seafoods International Sdn. Bhd. (“the Company”) to a Buyer.
2. All prices and price quotations for the Products are subject to change until such time as they have been accepted in writing by the Buyer.
3. Except where otherwise agreed prices are inclusive of all Canadian taxes and shipping or transportation costs to the agreed destination.
4. Buyer shall pay for the Product as set forth in any written price quotation by the Company. Any balance of the purchase price that is not paid in accordance with the quotation terms will accrue the interest at the rate of 18% per annum, compounded monthly until paid in full.
5. Products will be shipped on Incoterms 2010 and, unless otherwise agreed in writing, all products are sold, title and all risk of loss shall pass to the Buyer upon delivery of the Product to the Greater Vancouver container yard designated by the Company.
6. No order may be cancelled or modified without the written consent of both parties.
7. The Company shall not be liable for any delay in performance hereunder due to unforeseen circumstances or due to any cause beyond its control, including, but not limited to, any acts of God, acts of government, acts of terror, war, labour disputes, supply, availability of transport, materials, or energy sources or delays.
8. In the event that the Buyer shall default in its payment obligations or other credit or financial requirements established by the Company, the Company shall have the right to declare any and all amounts outstanding as due and owing and the Company shall be relieved of any obligation to continue performance under this Agreement. The buyer agrees to pay all costs and fees incurred by the Company or accrued by the Company, including reasonable solicitor’s fees and costs in any action, arbitration and or collection proceeding brought by the Company relating to this Agreement.
9. The products are warranted to be free from defects if used within a reasonable period of time for their intended purpose. The Company makes no other representation or warranty with respect to the Product, and, without limiting the foregoing, does not warrant merchantability or fitness for a particular purpose.
10. The Company shall not, under any circumstances, be liable to the Buyer for any indirect, special, consequential, punitive, incidental, or similar damages arising out of or relating to the sale of the Product, including but not limited to, business interruption or loss of anticipatory profits resulting from the use of the Product or delay in product delivery. In no event shall the company’s liability (whether based on an action in contract or in tort) to the Buyer arising out of the sale of the Product exceed the purchase price of such products sold.
11. This Agreement shall be construed in accordance with the laws of British Columbia. Any dispute arising out of or related to this Agreement shall be submitted to a sole arbitrator at Vancouver, B.C. in accordance with the rules of the Vancouver Maritime Arbitrators Association and, in the event that the parties cannot agree upon the nomination of the sole arbitrator, such shall be appointed by the President of the said association.
12. This Agreement shall not be assigned without the prior written consent of the Company, which consent may be arbitrarily withheld.
13. This Agreement shall enure to and be binding upon the parties hereto and their respective successors and permitted assigns.

In effect as of November 26, 2014

Signed By: _____

Date Signed: _____

Signature: _____

Company Position: _____