

General Terms and Conditions, GTC of FTN AquaArt AG

Disclaimer: The following translation of the GTC of FTN AquaArt AG is for information purposes only and are not legally binding. The German version is legally valid.

1. Scope of Application

- 1.1. These General Terms and Conditions (GTC) apply to all business transactions between FTN AquaArt AG (including possible partners and/or subsidiaries) and the customer.
- 1.2. In principle, the GTC shall regulate all business transactions of FTN AquaArt AG with the customer. Agreements that are to apply to an order in addition to the GTC, are to be determined in a contract to be signed by both parties.
- 1.3. Amendments and/or supplements to these conditions of sale and all agreements and legally relevant declarations are only valid if expressly accepted by FTN AquaArt AG in writing.

2. Offer, Scope, Participation and Conditions

- 2.1. The acceptance, execution, scope, and conditions of the order can be found in FTN AquaArt AG's written order confirmation. The offers of FTN AquaArt AG are essentially non-binding.
If FTN AquaArt AG submitted a binding verbal or written offer as an exception, and if this has been accepted by the customer in due time, the written order confirmation of FTN AquaArt AG shall also be decisive, unless the customer has immediately objected to it.
- 2.2. Services that are not specified in writing are not included in the price.
- 2.3. FTN AquaArt AG is authorised to carry out changes that lead to improvements, provided they do not result in a price increase.
- 2.4. FTN AquaArt AG reserves the right to reject the acceptance of orders without citing reasons and may interrupt, shorten, or prematurely terminate the execution of an order if the customer impedes the order fulfilment or renders it impossible, or if they are in default of payment.
- 2.5. Additional expenses arising for FTN AquaArt AG due to circumstances for which FTN AquaArt AG is not responsible, such as subsequent changes to the content or scope of the agreed work, waiting times, rework, additional travel, shall be borne by the customer.
- 2.6. The customer agrees to be cited by name on the reference list of FTN AquaArt AG.

3. Plans and Technical Documents

- 3.1. Information in plans and technical documents are only binding insofar as they have been expressly agreed upon.
- 3.2. Each contracting party reserves all rights to plans and technical documents, which they have issued to the other party. The receiving party recognises these rights and shall not make the documents completely or partly accessible to third parties or use them for any other purpose than for which they were surrendered, without prior written authorisation from the other contracting party.

4. Regulations in the Country of Destination and Protective Devices

- 4.1. For the compatibility of products of FTN AquaArt AG with technical regulations such as the Swiss (SN), European (EN) or international standards (ISO), and accident prevention regulations, the status at the time of submitting the offer or the order confirmation shall be decisive.
- 4.2. For the keeping of edible and stock fish as well as their live transportation, FTN AquaArt AG shall comply with the provisions and guidelines of the Swiss Animal Welfare Act (TSchV) that are valid at the time of submitting the offer or the order confirmation.
- 4.3. At the latest with the order, the customer must inform FTN AquaArt AG about the regulations and standards relating to the execution of the contract, the transportation, the operation as well as the prevention of accidents and illness. Unless otherwise agreed, only the technical provisions currently valid in Switzerland shall be decisive, including for export transactions.

5. Payment Conditions

5.1. The payments are to be made by the customer according to the agreed payment conditions at the domicile of FTN AquaArt AG without deducting discounts, expenses, taxes, levies, fees, customs, and the like.

Unless otherwise agreed, the price shall be paid in the following instalments:

- One third ($\frac{1}{3}$) as advance payment within one month after receipt of the order confirmation,
- One third ($\frac{1}{3}$) upon expiry of two-thirds of the agreed delivery period,
- The remaining amount within one month after notification of readiness for shipment by FTN AquaArt AG.

5.2. The payment periods shall also be complied with if transport, delivery, commissioning, or acceptance of delivery is, for reasons beyond the control of FTN AquaArt AG, delayed or rendered impossible or if insignificant parts are missing or reworking proves to be necessary that does not render the use of the delivery impossible.

5.3. If the payment periods are exceeded, FTN AquaArt AG has the right, even without a reminder, to charge interest from the agreed due date, which is based on the normal interest rate at the customer's domicile, however at least five per cent per annum. FTN AquaArt AG reserves the right to replace further damage as well as the right to withhold the delivery or to withdraw from the contract and claim compensation.

5.4. If the customer is in default with a further payment for any reason, or if FTN AquaArt AG has serious grounds to believe that payments from the customer will be late or incomplete owing to a circumstance that occurred following conclusion of the contract, FTN AquaArt AG is authorised to suspend further performance of the contract, and to either request advance payment or the provision of a security at their own discretion. If such requests fail to achieve success within an appropriate deadline, FTN AquaArt AG may withdraw from the contract and demand compensation.

6. Delivery Deadline, Delay in Delivery and Partial Deliveries

6.1. The delivery deadline shall begin as soon as the contract has been concluded, all official formalities such as import, export, transit and payment authorisations have been obtained, payments and any securities to be made when placing the order have been paid, and significant technical points have been settled. The delivery deadline is complied with if the products or the readiness for dispatch have been sent to the customer.

6.2. Compliance with the delivery deadline requires that the customer fulfils its contractual obligations.

6.3. The delivery deadline shall be extended appropriately:

- a) If FTN AquaArt AG does not receive information on time that it needs for fulfilling the contract, or if the customer retrospectively changes this information, and thus causes a delay to services of FTN AquaArt AG;
- b) If obstacles occur due to force majeure (e.g. epidemic, significant operational disruptions, accidents, labor disputes, delayed deliveries, official measures, natural events).

6.4. If it becomes clear that it is impossible to execute the contract for one of the above-mentioned reasons, or it must be postponed by more than four months from the date of notification about the occurrence of force majeure, each party may cancel the contract in writing with a notice period of 30 days. In this case, the customer shall bear expenses up until the point when force majeure occurs. Costs and expenses from the occurrence of force majeure and until its end or until termination of the contract, shall be borne by each party. Claims for damages are excluded.

6.5. Further claims of the customer due to delay of deliveries or services shall be excluded. This restriction will not apply to unlawful intent or gross negligence of FTN AquaArt AG or their auxiliaries.

7. Dispatch, Transport, and Insurance

7.1. Special requests regarding dispatch, transport and insurance shall be announced to FTN AquaArt AG on time. Transport shall take place on the account and at the risk of the customer, and even if FTN AquaArt AG pays for the costs in advance.

7.2. FTN AquaArt AG is entitled to take out transport insurance but is not obliged to do so. The costs for transport insurance shall be borne by the customer.

7.3. Unless the customer has issued contrary instructions, FTN AquaArt AG shall determine the means of transport, transport route and any transport insurance, without being responsible for ensuring the fastest or cheapest option.

7.4. FTN AquaArt AG will not be liable for damages owing to inadequate packaging of products or the contracted shipping companies' failure to observe shipping instructions.

7.5. In the event of damage or loss of products during transportation, the customer shall immediately arrange for the carrier to record the facts.

8. Inspection and Acceptance of Deliveries and Services

- 8.1. FTN AquaArt AG will inspect the deliveries and services to the usual extent prior to dispatch. If the customer requests further inspections, these must be specially agreed and paid for by the customer.
- 8.2. The customer must inspect the deliveries and services within a reasonable period following receipt, and immediately notify FTN AquaArt AG of any defects in writing. If they fail to do so, the deliveries and services shall be deemed to be approved and accepted.
- 8.3. FTN AquaArt AG shall rectify defects notified to them according to Clause 8.2 within a reasonable period, and the customer must give them the opportunity to do so. Following the rectification of defects, an acceptance inspection will take place according to Clause 8.4 at the request of the customer or FTN AquaArt AG.
- 8.4. For the implementation of an acceptance inspection - unless otherwise agreed - the following shall apply:
 - FTN AquaArt AG shall inform the customer about the implementation of the acceptance inspection in good time to ensure that they or their representative can participate in it.
 - A record of acceptance will be drawn up, which must be signed by the customer and FTN AquaArt AG or by their representatives. It will stipulate that the acceptance has been carried out or only under reservation or that the customer refuses the acceptance. In both latter cases, the claimed defects shall be individually recorded in the protocol.

If it comes to minor defects, especially those that do not significantly impair the functioning of deliveries or services, the customer may not refuse to accept and sign the record of acceptance. Such defects must be rectified by FTN AquaArt AG within a reasonable period.

In the event of major deviations from the contract or serious defects, the customer shall give FTN AquaArt AG the opportunity to rectify these within a reasonable grace period. A further acceptance inspection will then take place.

- 8.5. The acceptance shall then be deemed to have taken place;
 - a) if the acceptance inspection cannot be carried out on the scheduled date for reasons beyond the control of FTN AquaArt AG;
 - b) if the customer refuses acceptance without being entitled to do so;
 - c) if the customer refuses to sign an acceptance report drawn up according to Clause 8.4;
 - d) as soon as the customer uses deliveries or services of FTN AquaArt AG.
- 8.6. The customer shall have no rights and claims except those expressly cited in Clause 8.4 as well as Clause 10 (Warranty for Liability and Defects) owing to defects of any kind to deliveries or services.
- 8.7. Should the customer fail to accept products on time that have been reported as ready for shipment, FTN AquaArt AG shall be entitled to demand payment of the order price and to store the products at the risk and expense of the customer, whereby FTN AquaArt AG will be entitled to demand compensation at a maximum of 0.25 per cent, but in total no more than five per cent calculated based on the net price ex works of the delivery (or parts thereof) accepted late, for covering the storage costs and for each full week of acceptance delay.

The first four weeks of acceptance delay do not provide an entitlement to compensation for storage costs. Once the maximum compensation has been reached, FTN AquaArt AG shall be entitled to refuse to fulfil the order and to claim damages for non-fulfilment.

9. Transfer of Benefits and Risks

- 9.1. Benefit and risk shall pass to the customer after delivery has been made, after acceptance of the equipment, after replacement of components or after handover in the case of live fish.
- 9.2. As soon as the delivery has left the factory of FTN AquaArt AG, the customer shall bear the full risk for fire and natural hazards
- 9.3. If the transport is delayed for reasons beyond the control of FTN AquaArt AG, or due to the wishes or conduct of the customer, then the risk shall be transferred to the customer upon FTN AquaArt AG's notification that the goods are ready for shipping. From this point onwards, products will be stored and insured for the account and at the risk of the customer.
- 9.4. FTN AquaArt AG retains the right to the agreed remuneration even if the assembly cannot be carried out or can only be carried out partially due to the destruction or partial destruction of the items to be assembled.

10. Warranty and Liability for Defects

10.1. The warranty period amounts to twelve months. It begins with the departure of deliveries ex works or, insofar as FTN AquaArt AG has also assumed the installation, with its completion conditional upon a possible agreed acceptance of deliveries and services. If dispatch, acceptance, or installation are delayed for reasons beyond the control of FTN AquaArt AG, the warranty period shall end at the latest 18 months after notification of the readiness for dispatch. For replaced or repaired parts, the warranty period will start anew and last six months from replacement, completion of repair or from acceptance.

The warranty expires prematurely;

- a) in case of non-compliance with the maintenance intervals or incorrect maintenance,
- b) if the customer or third party carries out improper changes or repairs or,
- c) if the customer, in the case that a defect has occurred, does not immediately take all suitable measures to mitigate the damage and give FTN AquaArt AG the opportunity to rectify the defect.

The assertion of warranty claims shall not affect payment obligations and payment deadlines.

10.2. The liability of FTN AquaArt AG for both their own actions and the actions of their auxiliaries is limited to direct personal injury, damages to animals and/or property that was culpably caused when performing the contractual service. The liability is generally limited in total to the maximum amount of CHF 200,000 (Swiss francs two hundred thousand), for remote maintenance services in total to the maximum amount of CHF 20,000 (Swiss francs twenty thousand).

11. Intellectual Property of FTN AquaArt AG

11.1. The customer expressly acknowledges the intellectual property rights, particularly the patent rights to the products of FTN AquaArt AG, as well as trademark rights, and the copyrights (particularly to drawings, plans, illustrations etc.) of FTN AquaArt AG.

12. Dissolution of Contract

12.1. Unless otherwise stipulated in the contract with the customer, the contract can be terminated at any time by both parties in accordance with the following conditions. The burden of proof for delivering the notice of termination shall be borne by the terminating party.

12.2. Dissolution of contract by FTN AquaArt AG

- 1) If unforeseen events occur, which significantly modify the economic significance or content of deliveries or services or have a considerable effect on the work of FTN AquaArt AG, as well as in the case of subsequent impossibility of execution, the contract shall be adapted accordingly. Provided that this is not economically justifiable, FTN AquaArt AG shall be entitled to dissolve the contract or the affected contractual parts.
- 2) If FTN AquaArt AG wish to avail themselves of the dissolution of contract, they must immediately inform the customer about this after realising the consequences of the event, and even if an extension of the delivery period has initially been agreed. In the case of a dissolution of contract, FTN AquaArt AG shall have the right to compensation for deliveries and services already made.
- 3) FTN AquaArt AG will undertake to reimburse the customer without interest for payments already made by the latter (minus deliveries and services already provided)

Claims for damages by the customer owing to such a dissolution of contract, except in the case of unlawful intent of gross negligence on the part of FTN AquaArt AG, are excluded.

12.3. Dissolution of contract by the customer

- 1) In the event of a dissolution of contract by the customer, the customer shall owe FTN AquaArt AG all costs incurred in this connection including one quarter ($\frac{1}{4}$) of the applicable service fee for the agreed minimum contract period (e.g. maintenance) and/or delivery (e.g. juvenile fish).
- 2) The current state of implementation shall be precisely defined by FTN AquaArt AG. In any case, the customer owes the already executed services as well as all order-specific material and the material that cannot be returned to the respective manufacturers as well as an administration fee of 10% of the actually rendered scope of services.
- 3) Furthermore, the customer shall bear all costs for travel, accommodation, expenses, and daily allowance rates resulting from the dissolution of contract. Including costs for the termination of accommodation, vehicle rentals etc., including necessary dismantling costs at the facility as well as repatriation costs of materials, tools, etc.

Additive General Installation Terms and Conditions

13. Obligations Incumbent on the Contractor

- 13.1. FTN AquaArt AG commits to professionally carrying out the work with qualified personnel, or to have it carried out by third parties.

14. Obligations Incumbent on the Customer

- 14.1. The customer shall do everything necessary to ensure that the work can be started on time and can be carried out without hindrance or interruption.
- 1) Personnel of FTN AquaArt AG are only to be called off when the system has arrived at the set-up location, and all preparation work is complete.
 - 2) All necessary authorisations (such as building and labour inspectorate, fire police, veterinary office, environmental and health protection, water protection etc.) shall be provided in writing.
- 14.2. The customer will take the necessary accident prevention measures at their own expense. In particular, they will expressly inform FTN AquaArt AG if particular attention is to be paid to them and/or other contractors, or if relevant regulations are to be observed. FTN AquaArt AG is authorised to refuse or stop work if the safety of their personnel is at risk.
- 14.3. In the event of accidents or illness of FTN AquaArt AG personnel, the customer shall provide the necessary support to ensure the best possible medical care.
- 14.4. The material to be installed must be stored in a way that protects it from all harmful influences. It is to be inspected for completeness and damages by the customer in the presence of FTN AquaArt AG prior to commencement of work. The customer shall bear the cost of redelivery or repair for material that is lost or damaged during storage.
- 14.5. The customer will ensure that transport routes to the set-up location are in a usable condition and the installation site itself is in a work-ready condition, and that unhindered access to the installation site is guaranteed, as well as all necessary rights of way and driveway are ensured.
- 14.6. The customer shall ensure the provision of heatable or air-conditioning lockable rooms for the installation management of FTN AquaArt AG and of common and changing rooms including appropriate sanitary facilities for personnel. They will also provide lockable dry rooms. All these rooms should be located in the immediate vicinity of the workplace.
- 14.7. The customer shall provide the following services on time and at their own expense according to the specification of FTN AquaArt AG or its installation programme:
- 1) Provision of qualified skilled workers and assistants such as locksmiths, welders, electricians, masons, painters, plumbers etc., with the necessary tools and equipment. These workers are to comply with the work instructions of FTN AquaArt AG.
 - 2) Construction of the foundation for the system.
 - 3) Provision of the auxiliary material prescribed by FTN AquaArt AG, such as operational cranes and lifting equipment with operating personnel, appropriate scaffolding, wedges, underlays, cement etc., as well as transport for the carrying of personnel and material, appropriate workshop and measuring equipment.
 - 4) Provision of the necessary consumables and installation material, cleaning agents and lubricant as well as small installation materials etc.
 - 5) Provision of the necessary electrical power and lighting including the essential connections up to the installation site of the system, heating, compressed air, steam, operating materials etc.
 - 6) Provision of means of communication such as telephone and internet connection.
- 14.8. Following completion of the work, tools and equipment provided by FTN AquaArt AG shall immediately be sent to the place designated by FTN AquaArt AG on the account and at the risk of the customer.
- Ownership of tools, which the customer purchases from FTN AquaArt AG and FTN AquaArt AG continues to use during the installation, shall pass to the customer upon completion of the work. Unless instructed otherwise, they shall be kept available to the latter on the installation site at their own risk.
- The tools provided by the customer to FTN AquaArt AG shall be returned to the customer following completion of the work. Unless instructed otherwise, they shall be kept available to the customer on the installation site at their own risk.
- 14.9. The customer will deploy future maintenance and operating personnel at their expense already during the installation in order to familiarise them with the methods and technology of AquaArt AG. FTN AquaArt AG shall provide technical

training to these personnel if this has been expressly agreed.

It is expressly pointed out to the customer that the instruction of their personnel is a prerequisite for the correct setting, operating and maintenance of the system delivered by FTN AquaArt AG.

- 14.10. If the customer does not comply with their obligations or only in part, FTN AquaArt AG shall be entitled to initiate suitable measures. FTN AquaArt AG may also fulfil these obligations itself or have them fulfilled by third parties. The costs arising from this shall be borne by the customer. The customer shall indemnify FTN AquaArt AG against third party claims.
- 14.11. If FTN AquaArt AG's personnel are at risk or significantly impeded from carrying out their work for reasons beyond the control of the former, FTN AquaArt AG is entitled to order the return of their installation personnel. In these cases, as well as in the case that personnel are retained upon completion of their work, the customer shall be charged for the corresponding hourly or daily rates as waiting time and travel expenses plus displacement.

15. Working at the Customer's Instruction

- 15.1. The customer is not authorised to call on the installation personnel for non-contractual work without the prior written consent of FTN AquaArt AG. In the event that FTN AquaArt AG consents to such work, the customer shall assume the sole responsibility for any damages.

16. Maintenance

- 16.1. Unless otherwise agreed, professional maintenance, activities and servicing must be performed annually.
- 16.2. FTN AquaArt AG shall provide maintenance services, if possible, through remote maintenance, if the customer provides the necessary technical equipment to this end according to the requirements of FTN AquaArt AG.
- 16.3. FTN AquaArt AG shall decide on a case-by-case basis whether the maintenance service will be provided on site or remotely. In this context, the customer shall acknowledge and accept that FTN AquaArt AG has access to the customer's system (configuration and application data).
- 16.4. FTN AquaArt AG will always provide maintenance services after prior consultation with the customer. The customer shall accept reductions in the capacity of systems connected to the maintenance.

Additive General Conditions of Sale and Delivery for Stock Fish

17. Obligations Incumbent on the Customer

- 17.1. The customer shall do everything necessary to ensure that the work can be started on time and can be carried out without hindrance or interruption. The customer shall ensure that there are sufficient and qualified support staff when delivering the fish to their place of destination.
- 17.2. The customer is in possession of all approvals and certificates of competence necessary for operations in line with the applicable animal protection law (e.g. Swiss Animal Welfare Act TSchV).

18. Conditions of Sale and Delivery of Live Fish

- 18.1. All offers are non-binding. Confirmed orders for deliveries of fish from own breeding do not need to be executed if the performance has become impossible due to illness or force majeure, or if the vendor cannot meet their own usual needs as a result. FTN AquaArt AG is obligated to inform the customer about this immediately after the inability to deliver has been determined.
- 18.2. Transport shall be at the expense of the customer with the guarantee that the fish are living upon arrival. This guarantee only applies to transport in vehicles of FTN AquaArt AG and of their staff.
- 18.3. Flawless dispatch is guaranteed. Stock fish shall be unloaded by the supplier using landing nets and only in suitable and transportable containers provided by the customer. These containers must be thoroughly disinfected by the customer prior to loading. Additional assistance following unloading shall be separately invoiced according to the FTN AquaArt AG price table.
- 18.4. In the event of own removal of the fish directly from the hatchery including their own transport, the customer shall bear the full risk.

- 18.5. When delivering stock fish, we reserve the right to deviations of up to 15 per cent in size and unit weight, as well as up to five per cent in quantity and the associated price. Stock fish are deemed to have been accepted without complaint upon takeover.
- 18.6. Complaints shall be communicated by telephone or email within 24 hours following the takeover of fish and confirmed in writing. FTN AquaArt AG reserves the right to call upon a vet to verify the complaint. If the vet assesses this complaint as unfounded, the resulting clarification costs shall be borne by the purchaser.
- 18.7. In the event of justified complaints, the purchaser has the right choose between a reduction in the purchase price or a replacement delivery or compensation of the invoice amount, if delivery from our own stock is no longer possible.
- 18.8. Further claims, particularly for damages, shall be excluded.

19. Delay in Delivery and Liability

- 19.1. FTN AquaArt AG shall be liable for animal shipments in the event of gross negligence or faults arising due to losses or death as follows:
 - a) FTN AquaArt AG avails itself of various transport systems as vicarious agents for the transport of animals. In the event of damage, FTN AquaArt AG shall only be liable insofar as the forwarding agents can be held liable towards FTN AquaArt AG. Further claims are excluded.
 - b) FTN AquaArt AG is responsible for the correct primary packaging of the animal transportation (different depending on species), but not for further packaging stages (secondary or tertiary packaging).
 - c) FTN AquaArt AG shall not be liable for damages arising from force majeure¹, natural death, damage by animals, primary delays (for instance caused by weather effects, accidents, technical problems etc.), and/or secondary or consequential delays (for instance caused by dependencies on other means of transport, traffic etc.).
 - d) The liability for damages of FTN AquaArt AG shall be limited to a maximum of transport costs for the respective shipment, as well as the agreed purchase price for the dead fish.
 - e) Should animals die during transportation despite all safety precautions, the recipient is obliged to accept and correctly dispose of them.

Final Provisions

20. Partial Invalidity

- 20.1. Should individual provisions of these and the following terms and conditions be or become invalid in entirety or in part or should there be a gap in these terms and conditions, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, the valid provision will be deemed agreed which corresponds to the sense and purpose of the invalid provision.

21. Jurisdiction and Applicable Law

- 21.1. Exclusive Jurisdiction for all disputes is Zurich, Switzerland. FTN AquaArt AG is also entitled to take legal action at the customer's place of business.
- 21.2. All legal relationships between the customer and FTN AquaArt AG, which are not regulated by the contracts, the existing GTC or further conditions of FTN AquaArt AG, shall be subject to swiss substantive law. The application of the provisions of the Vienna Purchasing Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

¹ Force majeure is equivalent to unforeseeable circumstances beyond the control of FTN AquaArt AG, which unreasonably impede the delivery or render it impossible for FTN AquaArt AG. This also includes infectious diseases to animals and/or humans (epidemic, pandemic), see the explanations under the heading «Delivery Deadline, Delay in Delivery and Partial Deliveries» in the General Terms and Conditions (GTC) of FTN AquaArt AG.