

General Terms and Conditions C of the Nederlandse Mosselveiling B.V., Yerseke Auction Sales Availability

As of 1 June 2022, the General Terms and Conditions C of Nederlandse Mosselveiling B.V., Yerseke, as referred to below, apply to services to be provided by Nederlandse Mosselveiling B.V. under private law. General Conditions C are filed with the Chamber of Commerce and published on the website of Nederlandse Mosselveiling B.V. (www.nederlandsemosselveiling.nl). The General Terms and Conditions C can also be requested from the Auctioneer at the Auction House in Yerseke.

Article 1 - Applicability

1. These General Conditions C apply to all Mussel lots of which the first sample is taken at the Mussel bed by or on behalf of the Supplier and which are subsequently offered for sale through the auction system of the Nederlandse Mosselveiling B.V. and apply (unless otherwise agreed in writing) to all services provided by the Nederlandse Mosselveiling B.V. and related activities of the Nederlandse Mosselveiling B.V. The use of the auction system of the Nederlandse Mosselveiling B.V. and the services of the Nederlandse Mosselveiling B.V. by the Supplier and the Bidder/Buyer implies acceptance of these General Terms and Conditions C.
2. These General Terms and Conditions C include the Nederlandse Mosselveiling Price Rates as periodically determined by the Nederlandse Mosselveiling and published on the website www.nederlandsemosselveiling.nl.

Article 1.1. Definitions

1. In these General Terms and Conditions C the following terms are defined as follows:

Purchase price:	the registration fee, corrected if necessary in accordance with Article 21 of these General Terms and Conditions, times the number of net Tons
Supplier:	the person or legal entity that owns a given lot of Mussels and that wishes to have this lot auctioned during an auction organised by the Nederlandse Mosselveiling;
Bidder:	a person or legal entity authorised as such by the Nederlandse Mosselveiling, that indicates by means of a bid that he/it wishes to purchase a specific lot of Mussels during an auction of that lot organised by the Nederlandse Mosselveiling;
Buyer:	The person who buys a lot of Mussels at the auction;
Mussels:	shellfish of the species <i>Mytilus spp.</i> (including <i>edulis</i>);

Nederlandse Mosselving:	Dutch Mussel Auction, the organisation conducting the Mussel auction: Nederlandse Mosselving B.V., Yerseke (municipality of Reimerswaal), located at Koningin Julianahaven, Dregweg 2;
Net content:	Gross volume - (Tare-2%) expressed in Tons;
Pontoon:	The Pontoon is the property of Nederlandse Mosselving B.V., and is located in Julianahaven, berth 116, situated 79 metres north of the Veilinggebouw Dregweg 2, 4401 LD Yerseke, known in the Land Registry as Section Y, number 14 (size 870 m ²), municipality of Reimerswaal;
Standard quantity:	2.5 kilograms.
Auction House:	the Auction House and grounds including the sampling location at the Pontoon, located at Koningin Julianahaven, Dregweg 2 in Yerseke;
Auctioneer:	The employee of the Nederlandse Mosselving who leads the sale at the auction;
Auctioning:	offering a lot of Mussels for sale by registering for the auction using the system offered by the Nederlandse Mosselving;
Tare:	everything that does not belong to the Mussel, such as loose shells, starfish, mud Mussels, slipper limpets, barnacles, clods of mud, stones, dead or broken Mussels as well as Mussels with a length of less than 45 mm, or at the request of the Supplier, with a length of less than 40 mm;
Auction fee:	The amounts owed as a result of the transaction(s) performed, as referred to in the 2022-2023 Nederlandse Mosselving Price Rates, or the most recent rates published since that time;
Ton:	a volume measurement: 1/7m ³ ;

2. When applying these General Terms and Conditions, the following conversion formula shall apply: 1m³ gross Mussels (Mussels + Tare) weighs 700 kg.

Article 3 - Notification

1. The starting times of measurement, sampling and auction shall be published as necessary in a manner to be determined by the Auctioneer.
2. The Supplier must notify the Auctioneer, exclusively via the auction system, of the intention to have a lot of Mussels auctioned via the auction system of the Nederlandse Mosselveiling, and of the conditions under which the auction is to take place, before the times of measuring, sampling, and auction are determined.
3. If the notification referred to in subsection 1 occurs after the times of measuring, sampling and auctioning have been determined, the measuring, sampling and auctioning of the lot may be postponed until after the previously determined measuring, sampling and auctioning times have been set, and lots notified in good time have been auctioned.
4. The Supplier is responsible for all relevant data transmitted about the lot to be auctioned. The Nederlandse Mosselveiling shall never be liable for the listing or publication of incorrect and/or incomplete lot details supplied by the Supplier.

Article 4 - Sampling by or on behalf of Supplier

1. To obtain preliminary data on a lot of Mussels that the Supplier wishes to sell via the auction system of the Nederlandse Mosselveiling, a sample of the lot in question will be taken at the Mussel bed, after which the sample will be analysed by the Nederlandse Mosselveiling in the sampling area of the Auction House.
2. Sampling is done by or on behalf of the Supplier and under the Supplier's full responsibility.
3. The Supplier shall take one representative sample from the lot to be sold from the Mussel bed.
4. Instead of taking a sample as referred to in sections 1 to 3 of this Article, the Supplier may also indicate, when registering a lot of Mussels, that the Auctioneer may base the data for the lot in question as referred to in Article 7 on a sample that was previously analysed in accordance with Articles 15 to 18 and accepted by the Nederlandse Mosselveiling.

Article 5 - Procedure for analysing samples supplied by or on behalf of Supplier

1. The lot of Mussels to be submitted by or on behalf of the Supplier will still be in the Mussel bed at the time the sample as referred to in Article 4 is analysed by the Nederlandse Mosselveiling.
2. The Supplier must indicate at the time of registration whether the Tare of the lot is to be determined using the standard minimum length of 45 mm or the minimum length of 40 mm. If the Supplier does not specify, the standard minimum length of 45 mm will be used.
3. From the gross weight of the sample, an employee of the Dutch Mussel Auction will determine the following (with due observance of the provisions below in this article): the percentage of Tare, the composition according to shell size, the composition according to width classes, per width class the number of pieces per kilogram, the number of Mussels, the percentage of meat weight as well as the barnacles and/or slipper limpets on the Mussels, expressed in grams. The composition according to shell size, the composition

according to width classes, per width class the pieces per kilogram, the meat weight and the barnacles and/or slipper limpets will be arithmetically converted to the Standard Quantity.

The following parameters are used for this purpose:

- shell size: number of Mussels of certain size class per 100 pieces;
 - width class: the percentage of net Tons of a given width class;
 - pieces per kilogram: number of Mussels of a given width per kilogram;
 - number: number of Mussels per standard quantity;
 - barnacles/slipper limpets: number of grams per standard quantity;
 - meat weight (expressed as a percentage).
4. The Tare percentage shall be determined as follows:
- the Tare is removed from the Mussels;
 - A photograph is taken of both the Tare and the cleaned Mussels;
 - The net quantity of Mussels remaining is weighed to determine the net weight of the sample;
 - The Tare percentage is determined according to the following formula:
Tare percentage= $\frac{\text{gross weight} - \text{net weight}}{\text{gross weight}} \times 100\%$
5. When determining the composition by shell size of the lot of Mussels, a quantity of 100 Mussels will be assumed. The determination of the shell size and the division into width classes shall be carried out using a Mussel length and width analyser (MLWA) especially developed for this purpose, or using a calliper or Mussel length gauge suitable for this purpose if the MLWA is out of order. The minimum length is separated using a calliper or Mussel length gauge suitable for that purpose.
6. The number of Mussels in a sample shall be determined by the MLWA referred to in section 4, or by counting if the MLWA is out of order.
7. The meat weight is determined by boiling the Mussels, after which the Mussel meat is removed from the shell, placed in a sieve to drain, and then weighed.
8. A photograph is taken of the cooked meat.
9. Using the lot data obtained from the sample analysis, the Supplier shall estimate the net tonnage of the lot. The Supplier must inform the Auctioneer of the following:
- a. the estimated net tonnage;
 - b. the minimum price per Ton, if any, applied by the Supplier;
 - c. Any conditions applied by the Supplier; and
 - d. the delivery date(s) of the lot of Mussels.

Article 6 - Auction system

1. The sale of Mussels takes place in the Auction House and/or remotely, in both cases by means of the auction system of the Nederlandse Mosselveiling. For this purpose, the Bidder will receive a login code in advance with which the Bidder or its authorised representative can log into the auction system. This login code in combination with the password chosen by the Bidder serves as identification of the Bidder. The login code is personal and confidential and the Bidder is responsible for its confidentiality.

2. A new Bidder wishing to make use of the auction system must request a login code for the auction system from the Auctioneer. The code will be issued if the Bidder meets the conditions set out in Article 22.3 or 22.5.
3. If the auction cannot take place online, the Auctioneer may decide to conduct the auction by written bids.

Article 7 - Auction lot details

1. Before bidding can begin on a lot of Mussels, the Auctioneer will ensure that the following information is recorded in the auction system, based on the analysis of the preliminary sample referred to in Article 4:
 - a. the estimated number of gross and net Tons of the lot offered for sale;
 - b. the location where the Mussels will be harvested, i.e. the area and the plot number where they will be harvested;
 - c. the Tare percentage;
 - d. a photograph of the Tare and of the cleaned Mussels in the sample;
 - e. the weight in grams of barnacles or slipper limpets per standard quantity;
 - f. the composition according to shell size, shell width and the number of Mussels of the width class per kg of the lot of Mussels;
 - g. The number of Mussels per standard quantity;
 - h. the percentage of meat weight;
 - i. a photograph of the cooked meat of the sample offered;
 - j. any conditions and minimum price applied by the Supplier;
 - k. the delivery date(s) of the lot.

Article 8 - Order of Auction

1. The Auctioneer determines by drawing lots which lot of Mussels will be auctioned first. Subsequently, the lots of Mussels will be sold in order of registration.

Article 9 - Conclusion of the sales agreement and delivery

1. The Bidder places a bid for a lot of Mussels on the basis of the lot details referred to in Article 7. The sales contract is then concluded on the basis of a provisional net tonnage as estimated by the Supplier and the provisional sampling data based on the sample referred to in Article 4. The gross content of the cargo of Mussels is measured in accordance with Articles 12 or 13 and the definitive net tonnage and other sampling data are compiled by the Nederlandse Mosselveiling when the lot of Mussels is delivered to the Auction House by or on behalf of the Supplier. By bidding, the Bidder is deemed to have agreed to the provisional net tonnage estimated by the Supplier, which will be corrected to the net tonnage by the auction after the gross content is measured and the lot details referred to in article 7 are compiled.
2. The Auctioneer makes the sole determination of which Bidder has made the highest bid per Ton for a lot of Mussels.

3. If two or more Bidders have bid the same price per Ton for a lot of Mussels, the lot will be awarded to the Bidder who, according to the auction system, offered the highest price first, or by drawing lots by the Auctioneer if the first Bidder cannot be determined.
4. The Auctioneer decides whether and to whom the sale is awarded. The purchase agreement is concluded between the Supplier and the Bidder by the assignment of the Auctioneer. The Auctioneer's judgement that a purchase agreement has been concluded is binding.
5. The Auctioneer is entitled, whether or not at the request of the Buyer, to immediately nullify the purchase agreement on the grounds of a lack of will, or to determine that no purchase agreement has been concluded, in situations such as a clear case of an error or defect in the auction system, without the Supplier and/or the Buyer being able to claim any compensation or damages. The lot in question shall then be immediately re-auctioned, whereby the original Buyer may once again place a bid, unless the Auctioneer decides otherwise.
6. Delivery of the purchased lot shall take place in accordance with the delivery period(s) indicated by the Supplier. By specifying the delivery date(s) of the lot of Mussels to the Auctioneer, the Supplier is obliged to actually deliver the lot to the Auction House on the date(s) indicated.
7. Unless otherwise agreed, delivery and transfer shall take place on the premises of the Nederlandse Mosselveiling.
8. The lot of Mussels sold at the Nederlandse Mosselveiling is deemed to have been delivered and transferred to the Buyer at the time that the measurement and sampling of the lot of Mussels has taken place in accordance with Articles 12 to 16.
9. The purchased lot is at the expense and risk of the Buyer from the moment of delivery.
10. After measuring and sampling in accordance with Articles 12/13 and 19, the Nederlandse Mosselveiling will determine the Tare percentage in accordance with Article 5.3. On the basis of this Tare percentage, the provisional net tonnage is corrected to the final net tonnage.
11. Settlement with the Buyer and payment to the Supplier shall be based on the net tonnage of the lot as determined by the Nederlandse Mosselveiling.

Article 10 - Delivery of lots

1. The Supplier must deliver the lot of Mussels to the Auction House by vessel or vehicle.
2. The Supplier must report the delivery and the manner of delivery to the Auctioneer.
3. The Auctioneer can grant permission to a Supplier to deviate from the obligation referred to in the first section on the condition that the measurement and sampling as referred to in Articles 12 to 16 is performed by an employee of the Nederlandse Mosselveiling. Permission may be changed or withdrawn at any time in the event of non-compliance with these conditions. Additional expenses in addition to the regular cost of surveying may also be charged if surveying takes place outside the Auction House.
4. The delivery of a lot of Mussels should be reported in good time, i.e. before the time of sampling and measuring is set, giving the number of the ticket that was issued when the lot was reported in accordance with Article 3.

5. If the notification referred to in section 4 takes place after the time of measurement has been determined, sampling and measuring/weighing may be postponed until after the previously determined sampling and measuring/weighing time for lots of Mussels submitted in time.

Article 11 - Requirements for measuring and sampling by the Nederlandse Mosselveiling

1. The designated places in the cargo holds of vessels bringing Mussels to the Auction House should be accessible to the sampling crane of the Nederlandse Mosselveiling.
2. The designated places in the cargo holds of vessels bringing Mussels to the Auction House should be accessible to the staff of the Nederlandse Mosselveiling with respect to health and safety requirements.
3. The Supplier is obliged to report to the Nederlandse Mosselveiling in writing, at least one week prior to delivery, any adjustment to the hold(s) which results in a change to the relative content of the hold(s).
4. A Supplier bringing Mussels to the Auction House by boat must ensure that the following requirements are observed when loading the Mussels for each hold:
 - a. no movable objects, such as dredges, may be present in the hold with the Mussels;
 - b. there may be no water in the hold when measuring;
loading above the level of the gangways is only permitted if the entire surface of the vessel's hold is loaded with Mussels;
 - c. if the entire surface of the hold is not loaded with Mussels, the cargo may only have one slope end;
 - d. the loads must be smoothed off in cases referred to in subsections 2(c) and (d);
 - e. If Mussels are offered in the rinsing hold, the following additional conditions shall also apply:
 1. Prior written consent must be obtained from the Nederlandse Mosselveiling to deliver cargo in the rinsing hold of the vessel;
 2. The loaded rinsing hold must be sufficiently accessible for a representative measurement and sampling by an employee of the Nederlandse Mosselveiling;
 3. Slopes are not permitted.
5. Lots of Mussels that are offered without meeting the conditions referred to in section 4 (a-f) will not be measured and sampled until the conditions have been met.
6. Persons in the Auction House or on the sampling site, including the Supplier who has brought the Mussels to the Auction House, are obliged to immediately comply with the instructions of the Auctioneer or any other employee of the Nederlandse Mosselveiling.

Article 12 - Determination of vessel contents

1. The gross volume of a cargo of Mussels that has been brought by vessel to the Auction House in bulk is determined on the basis of the average height of the cargo of Mussels in the vessel and the volume measurement of the vessel's hold, known to the Nederlandse Mosselveiling. The average height of the load of Mussels in the vessel is determined by the Auctioneer or an employee of the Nederlandse Mosselveiling by means of a measuring rod, which will be inserted into the load by this employee. Depending on the construction of the bottom of the hold, this employee will measure the height of the load in up to three places. The Buyer or the Supplier shall be provided with a calculation of the measured quantity upon request.
2. If one or more lots of Mussels, with due observance of the provisions of Article 10.3, are delivered by vessel in big bags, unloaded and weighed at the location of the Buyer, the Supplier is responsible for communicating the weight of the bags to an employee of the Nederlandse Mosselveiling. For weighing the bags, preference is given to using a crane scale made available to the Buyer by the Nederlandse Mosselveiling that is directly linked to the digital auction system of the Nederlandse Mosselveiling. If the weight of the bags is communicated in any other way, this must be done in writing or digitally without delay.

Article 13 - Determination of vehicle content

1. The gross weight of a load of Mussels brought to the Auction House by vehicle is the difference between the loaded weight and the empty weight of the vehicle. The loaded weight is the weight of the loaded vehicle shortly before the start of the sampling. The empty weight of the vehicle is the weight of the vehicle shortly after unloading, including the weight of pallets where applicable. The loaded and empty weights shall be determined on the basis of the weight note accompanying the vehicle, or on the basis of the information provided by a weighbridge designated by the Nederlandse Mosselveiling. All weighing should take place at a weighbridge contracted by the Nederlandse Mosselveiling, on the account of the Nederlandse Mosselveiling.
2. If one or more lots of Mussels, with due observance of the provisions of Article 10.3, are delivered by vehicle in big bags, unloaded and weighed at the location of the Buyer, the Supplier is responsible for communicating the weight of the bags to an employee of the Nederlandse Mosselveiling. For weighing the bags, preference is given to using a crane scale made available to the Buyer by the Nederlandse Mosselveiling that is directly linked to the digital auction system of the Nederlandse Mosselveiling. If the weight of the bags is communicated in any other way, this must be done in writing or digitally without delay.
3. A Supplier who brings Mussels to the auction by vehicle is responsible for the correct performance of the actions referred to in Article 13.1 by the carrier of the load(s).

Article 14 - Preparation for sampling

1. To definitively determine the required data for a lot of Mussels brought to the Auction House by the Supplier, the Mussels are sampled by the Nederlandse Mosselveiling using equipment made available for this purpose by the Nederlandse Mosselveiling.
2. A Supplier bringing Mussels to the Auction House by boat must ensure upon arrival that the boat is moored to the Pontoon in such a way that the pontoon crane can reach to collect one or more samples from any location in the cargo hold.
3. A Supplier who brings in Mussels by vehicle is obliged to immediately comply with the instructions of the Auctioneer or an employee of the Nederlandse Mosselveiling regarding the samples to be taken.
4. An employee of the Nederlandse Mosselveiling will take one average sample per cargo hold.

Article 15 - Sampling from moored vessel

1. If the cargo is delivered by vessel in bulk, an employee of the Nederlandse Mosselveiling will use a crane to dig a hole in the cargo at a random place and depth and scoop out a sample. A sample bucket is filled from the last scoop in one motion.
2. If the cargo is delivered by vessel in big bags, an employee of Nederlandse Mosselveiling BV will dig a hole in a randomly chosen big bag with the sample bucket, either by shovelling or by filling it during unloading in a container on location.
3. After filling, the sample bucket is sealed by an employee of the Nederlandse Mosselveiling.
4. The sample bucket is assigned the number of the vessel from which the Mussels were taken.
5. After being sealed by an employee of the Nederlandse Mosselveiling, the sample bucket, accompanied by its ticket, is immediately taken by or on behalf of the Supplier to the sampling area of the Auction House.

Article 16 - Sampling from a vehicle

1. If the cargo is delivered in bulk by vehicle, an employee of the Nederlandse Mosselveiling will manually dig a hole in the cargo with a pitchfork at a random location, taking three scoops.
2. If the cargo is delivered by vehicle in big bags, an employee of the Nederlandse Mosselveiling will dig a hole in a randomly chosen big bag using the sample bucket and scoop out a sample.
3. A sample bucket is filled from the resulting hole with a single scooping motion.
4. When a sample is taken on location of a shipment delivered by vehicle in big bags, an employee of Nederlandse Mosselveiling BV will fill the sample bucket from a randomly chosen big bag during unloading into a container.
5. After filling, the sample bucket is sealed by an employee of the Nederlandse Mosselveiling.

6. After being sealed by an employee of the Nederlandse Mosselveiling, the sample bucket, accompanied by its ticket, is immediately taken by or on behalf of the Supplier to the sampling area of the Auction House.

Article 17 - Procedure for resampling

1. If the Supplier believes the sample taken on the basis of Article 15 or 16 does not match the lot delivered, the Supplier may ask the Auctioneer to have a new sample taken from the lot.
2. The request should be made before the analysis of the data begins.
3. The new sample is then taken in accordance with the provisions of Article 15 or 16.
4. The new sample replaces the sample previously taken from the lot in question and is considered the sample for further analysis.
5. The new sample is analysed in accordance with Article 5.
6. A maximum of one resampling per delivered lot will be allowed.

Article 18 - Unsealing of sample buckets

1. After the sample bucket enters the sampling area of the Auction House, the employee of the Nederlandse Mosselveiling present there will break the seal of the sample bucket and determine the gross weight of the sample by weighing the contents of the bucket.
2. The treatment described above will not be carried out if, when the bucket enters the sampling area, it appears that the seal has been broken in such a way that there is reasonable doubt about the contents of the sample bucket. If necessary, an employee of the Nederlandse Mosselveiling will take another sample from the relevant shipment of Mussels in accordance with the provisions of Article 15 or Article 16.
3. The entire contents of the sample buckets referred to in Articles 15 and 16 will be sampled.

The data obtained shall be considered representative of the relevant cargo hold.

Article 19 - Sample analysis procedure

1. The sample taken by the Nederlandse Mosselveiling in accordance with Article 15 or 16 will be analysed in accordance with the procedure described in Article 5.
2. The Nederlandse Mosselveiling will communicate the final sampling data to the Supplier and the Buyer immediately after the analysis is completed.

Article 20 - Procedure for re-sampling

1. If, after the sample has been analysed, a Supplier and Buyer agree that the composition of the sample taken does not match the lot of Mussels delivered, the Supplier or the Buyer, upon mutual agreement, may ask the Auctioneer to have an analysis made of a new sample from the lot.
2. The new sample is then taken in accordance with the provisions of Article 15 or 16.
3. The new sample is analysed in accordance with Article 5.
4. The data from the analysis of the new sample will replace the data from the analysis of the sample previously taken from the lot in question, and this will be considered as the final sample.

5. The Auctioneer will communicate the sampling data to both the Supplier and the Buyer immediately upon completion of the analysis.
6. A maximum of one resampling per delivered lot will be allowed.

Article 21 - Determining the final sale price

1. The Supplier may apply conditions, on the basis of which the sales price per Ton can be adjusted after the conclusion of the purchase agreement as referred to in Article 9.4.
2. These conditions are made known by the Supplier in advance via the auction system and form part of the purchase agreement between the Supplier and the Buyer.
3. If the conditions applied by the Supplier are contrary to the General Conditions C of the Nederlandse Mosselveiling, the General Conditions C of the Nederlandse Mosselveiling shall prevail.
4. Any corrected sales price per Ton may not differ by more than 30% from the original purchase price offered by the Bidder.
5. If a correction of the sales price has been made, the Supplier must inform the Nederlandse Mosselveiling of the final sales price before 09:00 on the day following the day of delivery of the lot of Mussels to the Buyer. Only the Supplier can instruct the Nederlandse Mosselveiling to adjust the sales price.

Article 22 - Settlement and Buyer's financial obligations

1. The purchase price of the Mussels purchased by the Buyer at the auction, corrected to the net tonnage as determined by the Nederlandse Mosselveiling plus the auction fee owed by the Buyer and any other payment obligations, will be collected from the Buyer by the Nederlandse Mosselveiling on behalf of the Supplier on the third calendar day after delivery as referred to in Article 9.8.
2. If, for whatever reason, delivery does not take place, the Buyer shall nevertheless owe the Nederlandse Mosselveiling the auction fee in accordance with the Nederlandse Mosselveiling Price Rates.
3. The Bidder is obliged to provide the Nederlandse Mosselveiling with a business direct debit authorisation. A written statement, co-signed by the Bidder's bank, in which the Bidder waives the right of reversal and the bank waives the right of cancellation must also be provided.
4. The Buyer is responsible at all times for the timely payment of invoices. If the direct debit is refused by the bank and the Buyer has not paid by transfer within the payment period, the Buyer shall be in default by operation of law.
5. If the Bidder does not comply with the provisions of the second section, the Bidder must, well in advance, provide a bank guarantee issued in the Bidder's name by a financial institution of good repute and on the usual terms and conditions, which must be approved by the Nederlandse Mosselveiling.
6. If the Bidder is unable to fulfil the obligations set out in Article 22.3 or 22.5, the purchase of Mussels at the auction shall be refused.
7. Consumers may not participate in the auction.

Article 23 - Payment to Supplier

1. The Nederlandse Mosselveiling will ensure that, on the seventh calendar day after delivery as referred to in Article 9.8, the purchase price less the auction fee payable by the Supplier and any other charges will be transferred to the bank account designated by the Supplier.
2. If, for whatever reason, no delivery takes place, the Supplier will nevertheless owe the Nederlandse Mosselveiling the auction fee in accordance with the Nederlandse Mosselveiling Price Rates.
3. The Nederlandse Mosselveiling is authorised to immediately suspend or reverse payment to the Supplier, or to transfer payment to its own suspense account, in the event of a dispute between the Buyer and the Supplier in which the Nederlandse Mosselveiling can reasonably expect an objection by the Buyer. The Nederlandse Mosselveiling will then only make payment if, in its opinion, the objection has been sufficiently refuted or after it has been established to whom the amount is due.

Article 24 - Complaints

1. The Buyer is deemed to be familiar with the provisional data of the sample and the provisional quantity of the lot of Mussels as referred to in Article 5.
2. The Buyer accepts the goods purchased in the condition they are in at the time of sale. The Nederlandse Mosselveiling has no involvement in or control over the Supplier's sampling process or the composition of the Supplier's samples. Therefore, the Nederlandse Mosselveiling does not provide any guarantee in that regard and does not accept any liability for discrepancies between the samples it analyses and the lot of Mussels delivered to the Buyer, and/or differences between the net tonnage that the Nederlandse Mosselveiling has determined on the basis of its sample analyses and the net tonnage actually delivered.
3. The right of complaint as referred to in Section 7:39 ff. of the Netherlands Civil Code does not pertain to the Buyer.

Article 25 - Liability of Nederlandse Mosselveiling

1. The Nederlandse Mosselveiling is not liable for deviations found in the cargo hold that have not been reported to it in accordance with the provisions of Article 11.3.
2. The Nederlandse Mosselveiling is not liable for discrepancies between the samples it analyses and the lot of Mussels delivered to the Buyer, and/or for differences between the net tonnage established by the Nederlandse Mosselveiling on the basis of its sample analyses and the net tonnage actually delivered.

3. The Nederlandse Mosselveiling cannot be held liable for damage caused to vessels, vehicles, persons, materials and/or goods in the broadest sense of the word, and/or for the consequences of defects or malfunctions in hardware and software, in data and telecommunications equipment and/or in the auction system, except insofar as the damage is due to intent and/or wilful recklessness on the part of the Nederlandse Mosselveiling or from its managing subordinates. The Nederlandse Mosselveiling shall never be liable for mistakes made by non-management employees, auxiliary persons or representatives, unless it can be proven that the Nederlandse Mosselveiling has clearly failed in this respect.
4. The Nederlandse Mosselveiling can never be held liable for non-compliance by the Supplier and/or Bidder/Buyer in their obligations to each other. More specifically (but not exclusively), the Supplier can never hold the Nederlandse Mosselveiling liable for the Buyer's failure to pay the purchase price.
5. The restrictions in this article also apply to the conduct and/or advice of any auxiliary persons and subordinates engaged by the Nederlandse Mosselveiling for the provision of their services.

Article 26 - Traffic regulations on the premises of the Nederlandse Mosselveiling

1. The traffic regulations of the Road Traffic Act apply to the entire premises of the Dutch Mussel Auction, regardless of the fact that the roadways are not accessible to the public.
2. The Nederlandse Mosselveiling is not liable for damage resulting from traffic accidents occurring on the premises of the Nederlandse Mosselveiling unless there is evidence of intent or wilful recklessness on the part of the Nederlandse Mosselveiling.

Article 27 - Applicable law / disputes

1. All legal relationships between the Nederlandse Mosselveiling and its employees and Suppliers, Bidders, and Buyers, as well as legal relationships between the latter, shall be governed exclusively by the laws of the Netherlands, irrespective of the nationality, place of residence or domicile of the person or legal entity involved.
2. The provisions of the Vienna Sales Convention are excluded.
3. In the event of a dispute between the Nederlandse Mosselveiling and its employees and the Suppliers, Bidders, and/or Buyers, the Court of Zeeland-West Brabant is competent to take cognisance of the dispute.



Article 28 - Final provisions

1. These General Terms and Conditions C shall come into effect on 1 June 2022 and replace the previous General Terms and Conditions of the Nederlandse Mosselving.
2. If and insofar as it is established at any time that any provision of these General Terms and Conditions C is void or voidable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions C. In place of the void or voided provision, the provision that the Nederlandse Mosselving would have stipulated if it had known of the nullity or voidability shall apply.
3. In cases not provided for in these General Terms and Conditions C, the applicable legislation or rules set by the Nederlandse Mosselving, the custom and practice of the Nederlandse Mosselving and its place of business shall prevail. If custom or practice also do not provide for the case, the Management Board of the Nederlandse Mosselving shall decide.

Nederlandse Mosselving B.V.
1 June 2022