

General Terms and Conditions A of Nederlandse Mosselveiling B.V., Yerseke **Direct Delivery auction sales**

As of 1 May 2023, the General Terms and Conditions A of Nederlandse Mosselveiling B.V., Yerseke, as referred to below, apply to the services to be provided by Nederlandse Mosselveiling B.V. under private law. General Conditions A 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 A of the Nederlandse Mosselveiling, Yerseke can also be obtained from the Auctioneer at the Auction Building in Yerseke.

Article 1 - Applicability

1. These General Conditions A apply to all mussel lots offered for sale and sold through the Nederlandse Mosselveiling B.V. and apply (unless otherwise agreed in writing) to all services provided by and related to 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 A.
2. These General Terms and Conditions A include the Nederlandse Mosselveiling price rates as periodically determined by the Nederlandse Mosselveiling and as published on the website www.nederlandsemosselveiling.nl.

Article 1.1. Definitions

1. In these General Terms and Conditions A, the following terms shall have the following meanings:

Purchase price:	the registration bid 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 Mosselveiling:	Dutch Mussel Auction. The organisation conducting the mussel auction: Nederlandse Mosselveiling 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 Mosselveiling 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;
Tare:	anything 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;
Ton:	a volume measurement: 1/7 m ³ ;
Auctioning:	offering a lot of Mussels for sale by registering for the auction using the system offered by the Nederlandse Mosselveiling;
Auction House:	the Auction House with accompanying premises, including the sampling location at the Pontoon, moored and located at Koningin Julianahaven, Dregweg 2 in Yerseke;
Auctioneer:	The employee of the Nederlandse Mosselveiling who leads the sale at the auction;
Auction fee:	the amounts owed as a result of the transaction(s) carried out, as referred to in the 2023-2024 Nederlandse Mosselveiling Price Rates, or the most recent rates;

2. For the application of these General Terms and Conditions, the following conversion formula applies: 1 m³ gross Mussels (Mussels + Tare) weighs 700 kg.

Article 3 - Delivery of lots

1. The Supplier is obliged to take 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 5 through 10 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 costs, on top of the regular costs for surveying and sampling, may also be charged if surveying and/or sampling takes place outside the established auction times or outside the Auction House.
4. The arrival of a lot of Mussels should be reported in good time, before the measuring, sampling and auction times are determined, preferably through the digital announcing portal of the auction system. Or by applying for an accompanying ticket, called a "delivery card". These delivery cards are available from the Auctioneer.
5. If the notification referred to in section 4 above takes place after the measuring, sampling and auctioning times have been determined, the measuring, sampling and auctioning of the lot of Mussels may be postponed until after the previously determined measuring, sampling and auctioning times of timely notified lots of Mussels have been determined.
6. If notification is made by telephone after the time of measurement and sampling has been determined by the Auctioneer, measurement/weighing and sampling of the vessel/vehicle may be postponed until all vessels/vehicles notified via the digital announcing portal or a delivery card have been measured/weighed and sampled.
7. 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.
8. The Supplier is responsible for all relevant data transmitted about the lot to be auctioned. The Nederlandse Mosselveiling is never liable for the listing or publication of incorrect and/or incomplete lot details supplied by the Supplier.

Article 4 - Requirements for measuring and sampling by the Nederlandse Mosselveiling

1. The cargo holds of mussel boats and other vessels that bring Mussels to the Auction Building should be accessible to the sampling crane of the Nederlandse Mosselveiling at the designated places.
2. The designated places in the cargo holds of vessels that bring 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 must be no water in the hold during measuring and sampling;
 - c. loading above the level of the gangways is only permitted if the entire surface of the vessel's hold is loaded with Mussels;
 - d. if the entire surface of the hold is not loaded with Mussels, the cargo may only have one slope end;
 - e. the loads must be smoothed off in cases referred to in subsections 2(c) and (d);
 - f. If Mussels are offered in the rinsing hold, the following additional conditions shall also apply:
 1. prior written permission has been obtained from the Nederlandse Mosselveiling to offer cargo in the rinsing hold of the vessel;
 2. the loaded rinsing hold should be sufficiently accessible for a representative measurement and sampling by an employee of the Nederlandse Mosselveiling;
 3. Slopes are not permitted.
5. Mussel lots that are delivered without meeting the conditions referred to in subsections 4(a) to (f) will not be measured and sampled until after the conditions have been met.
6. Anyone present in the Auction House or on the sampling site, as well as the Supplier who has brought the Mussels to the Auction House, is obliged to immediately follow the instructions of the Auctioneer or another employee of the Nederlandse Mosselveiling.

Article 5 - Determination of vessel contents

1. The gross volume of a cargo of Mussels that has been brought to the auction building in bulk by a vessel 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 3.3, are delivered by vessel, unloaded and weighed in big bags 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 6 - Determination of vehicle volume

1. The gross volume 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 sampling. The empty weight of the vehicle is the weight of the vehicle shortly after unloading, including and where applicable, the weight of the pallets carried. The loaded and empty weights shall be determined on the basis of the weight note accompanying the vehicle, or on the basis of the data provided by a weighbridge appointed 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 the gross content of a load of Mussels brought to the Auction House by vehicle is not known at the time of sale, the load will be offered for sale on the basis of the provisional gross weight. The preliminary gross weight is the difference between the loaded weight in accordance with Article 6.1 and the preliminary unladen weight of the vehicle. After establishing the unladen weight in accordance with Article 6.1, the provisional gross weight is corrected to gross weight.
3. A Supplier who brings Mussels to the Auction House by vehicle is responsible for the correct performance of the actions listed in Art. 6 section 1 by the relevant carrier of the load(s).
4. A correction from the provisional gross weight to the gross weight as stated in Article 6.2, does not affect the lot details as stated in Article 11.
5. If the gross content of a load of Mussels brought to the Auction House by vehicle is not known at the time of the offer, the Buyer is deemed to agree to a provisional gross weight, which will be corrected to the gross weight after establishing the gross weight in accordance with Article 6.1 and the provisions of Article 6.4.

Article 7 - Preparation for sampling

1. To establish the necessary data of a lot of Mussels that has been brought to the Auction House by a Supplier, the Mussels are sampled 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 8 - Sampling from moored vessel

1. If the cargo is delivered by ship, 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.
2. If the cargo is delivered by vessel in big bags, an employee of the Nederlandse Mosselveiling will dig a hole in a randomly chosen big bag and collect the sample in a bucket.
3. A sample bucket is filled from the last scoop in one motion.
4. After filling, the sample bucket is sealed by an employee of the Nederlandse Mosselveiling.
5. The sample bucket is assigned the number of the vessel from which the Mussels were taken.
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 9 - 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. After filling, the sample bucket is sealed by an employee of the Nederlandse Mosselveiling.
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 10 - 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 8 or Article 9.
3. The entire contents of the sample buckets referred to in Articles 8 and 9 will be sampled.
4. The data obtained shall be considered representative of the relevant cargo hold.

Article 11 - Sample analysis procedure

1. From the gross weight, an auction employee 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 present 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 a given 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 in percentage)
2. 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:

$$\text{Tare percentage} = \frac{\text{gross weight} - \text{net weight}}{\text{gross weight}} \times 100\%$$

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 is carried out using a Mussel length and width analyser (MLWA) specially developed for this purpose, or, in the event of failure of the MLWA, using a calliper or Mussel length gauge suitable for this purpose. The minimum length is determined using a slide or Mussel length gauge suitable for this purpose.

3. The number of Mussels in a sample shall be determined by the MLWA referred to in section 3, or by counting if the MLWA is out of order.
4. 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.
5. A photograph is taken of the cooked meat.

Article 12 - Procedure for re-sampling

1. If the Supplier believes the composition of the sample taken does not match the lot offered, the Supplier may ask the Auctioneer to take a new sample of the cargo.
2. The request must be made before the bidding starts.
3. The request to take a new sample must be accompanied by a proper justification.
4. Based on the justification, the Auctioneer shall decide whether the request to take a new sample shall be granted.
5. A new sample is then taken in accordance with the provisions of Article 8 or Article 9.
6. The analysis of the new sample is carried out in accordance with the provisions of Article 11.
7. The data from the analysis of the new sample replaces the data from the analysis of the sample previously taken from the lot in question, with which it shall be regarded as the final sample.
8. Depending on the auction time, the Auctioneer shall decide whether the lot in question can be included in the auction that has already been held or whether a new auction must be held for the lot.
9. A maximum of one resampling per delivered lot will be allowed.

Article 13 - Announcement of times

The starting times of measurement, sampling and sale shall be published as necessary in a manner to be determined by the Auctioneer.

Article 14 - Auction system

1. The sale of Mussels takes place within 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 19.2 or 19.3.
3. If the Auction cannot take place online, the Auctioneer may decide to conduct the Auction by written bids.

Article 15 - Auction lot details

Before bidding begins on a lot of Mussels, the Auctioneer shall ensure that the following information is recorded in the auction system:

- a. an indication of the vessel or vehicle and cargo hold in which the lot of Mussels was delivered;
- b. the number of gross and net Tons of the lot offered for auction;

- c. the location where the Mussels were harvested, i.e. the area and the plot number where they were harvested;
- d. the Tare percentage;
- e. a photograph of the Tare and of the cleaned Mussel sample;
- f. the weight in grams of barnacles or slipper limpets on the shells per standard quantity;
- g. the composition according to shell size, shell width and the number of Mussels of the width class per kg of the lot of Mussels;
- h. The number of Mussels per standard quantity;
- i. the percentage of meat weight; and
- j. a photograph of the cooked meat of the sample.

Article 16 - Order of auction

1. Prior to the sampling of the first lot of an Auction, the Auctioneer determines whether the front or rear holds will be offered for sale first.
2. The Auctioneer determines by drawing lots which lot of Mussels will be auctioned first. The lots of Mussels on offer are then sold in order of receipt.

Article 17 - Sampling after auction

1. If, after the Auction, a second sample is offered to determine composition, this determination shall be made in accordance with the provisions of Articles 8, 9 and 11.2.
2. The net quantity will be calculated on the basis of the average of the first and second samples on condition that the Tare percentage of the second sample does not deviate more than 12% from the Tare percentage of the first sample.
3. If the Tare percentage of the second sample differs by more than 12% from the Tare percentage of the first sample, the net quantity shall be calculated on the basis of the higher Tare percentage.
4. An excess of 2% is taken into account in the deduction of the Tare rate.
5. The Tare percentage of the second sample can only be taken into account if both the Supplier and the Buyer agree to it in writing at the time of registration.

Article 18 - Conclusion of the sales agreement and delivery

1. The Auctioneer makes the sole determination of which Bidder has made the highest bid per Ton for a lot of Mussels.
2. 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.
3. 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.

4. 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.
5. The lot sold at the Auction is deemed to have been delivered and transferred at the time the Auctioneer has awarded the lot.
6. The purchased lot is at the expense and risk of the Buyer from the moment of delivery.

Article 19 - Settlement and Buyer's financial obligations

1. The purchase price of the Mussels purchased by the Buyer at the Auction, plus the auction fee owed by the Buyer and any other payment obligations, will be collected by the Nederlandse Mosselveiling on behalf of the Supplier on the third calendar day after delivery as referred to in Article 18.5 of the sales agreement.
2. 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.
3. 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 considered in default by operation of law.
4. 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.
5. If the Bidder is unable to fulfil the obligations set out in Article 19.2 or 19.4, the purchase of Mussels at the auction will be refused.
6. Consumers may not participate in the auction.

Article 20 - Payment to Supplier

1. The Nederlandse Mosselveiling ensures that, on the seventh calendar day after delivery as referred to in Article 18.5, the purchase price less the auction fee payable by the Supplier and any other charges, is transferred to the bank account designated by the Supplier.
2. 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 21 - Complaints

1. The Nederlandse Mosselveiling permits the Buyer to inspect the samples of the lot to be sold while they are in the auction house prior to the auction. The Buyer is deemed to have thoroughly inspected the purchased lot prior to purchase and to be familiar with the quality and quantity of the lot.
2. The right of complaint as referred to in Section 7:39 ff. of the Netherlands Civil Code does not pertain to the Buyer.

Article 22 - Liability of Nederlandse Mosselveiling

1. The Nederlandse Mosselveiling is not liable for deviations found in the cargo hold that have not been reported in accordance with the provisions of Article 4.3.
2. 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 attributable to intent and/or deliberate recklessness on the part of Nederlandse Mosselveiling or its supervisory employees. 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.
3. 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.
4. 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 23 - Traffic rules on the premises of the Nederlandse Mosselveiling

1. The traffic regulations of the Road Traffic Act apply to the entire premises of the Nederlandse Mosselveiling, 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 24 - 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 25 - Final provisions

1. These General Terms and Conditions A shall come into effect on 1 June 2023 and replace the previous General Terms and Conditions of the Nederlandse Mosselveiling.
2. If and insofar as it is determined at any time that any provision of these General Terms and Conditions A is void or voidable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions A. In place of the void or voided provision, the provision that the Nederlandse Mosselveiling would have stipulated if it had known of the nullity or voidability shall apply.
3. In cases not provided for in these General Conditions A, the applicable legislation or rules set by the Nederlandse Mosselveiling, and the custom and practice of the Nederlandse Mosselveiling and its place of business shall prevail. If custom or practice also do not provide for the case, the Management Board of the Nederlandse Mosselveiling shall decide.

Nederlandse Mosselveiling B.V.
1 June 2023