

General Terms and Conditions B of the Nederlandse Mosselveiling B.V., Yerseke Registration, Valuation and Financial Settlement of Non-Auction Lots

With effect from 1 June 2023, the General Terms and Conditions B of Nederlandse Mosselveiling B.V., Yerseke, as referred to below, shall apply to services provided under private law. These General Terms and Conditions B 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 B can also be requested from the Auctioneer at the Auction House in Yerseke.

Article 1 - Applicability

1. These General Terms and Conditions B apply to all Mussel lots that are not sold through the auction system (hereinafter referred to as Non-Auction Lots) and apply (unless otherwise agreed in writing) to all services provided by Nederlandse Mosselveiling B.V. and related activities for the purpose of the lease agreement between the Supplier and the State of the Netherlands, as well as for the financial settlement between the Supplier and the Buyer of these Non-Auction Lots. All data regarding analysis and purchase price of these Non-Auction Lots are visible only to the Supplier and Buyer involved in the transaction and to Nederlandse Mosselveiling B.V. By using the services of Nederlandse Mosselveiling B.V., the Supplier and the Buyer accept these General Terms and Conditions B.
2. These General Terms and Conditions B 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 B the following terms are defined as follows:

Purchase price:	the price per Ton times the number of net Tons;
Supplier:	the person or legal entity that owns the lot of Mussels and brings this lot to the Auction House (or to the location of the Buyer) for the purpose of the financial settlement of the sale of this lot outside the auction system and/or for the purpose of the valuation in accordance with the lease agreement with the Dutch State;
Buyer:	the party that purchased the lot of Mussels on offer;
Mussels:	shellfish of the species <i>Mytilus</i> spp. (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;
Non-auction lots:	lots of Mussels not sold through the auction system.
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, slipper limpets, barnacles, clods of mud, stones, dead or broken Mussels and Mussels with a length of less than 45 mm, or with a length of less than 40 mm on the request of the Supplier.
Ton:	a volume measurement: 1/7 m ³ ;
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 Mosselveiling who leads the valuation at the auction;
Payment:	the amounts owed on account of the transaction(s) performed, as referred to in the 2023-2024 Nederlandse Mosselveiling Price Rates, or the most recent rates published since that time;

2. For the application of these General Conditions B, the following conversion formula applies: 1 m³ gross Mussels weighs 700 kg.

Article 3 - 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 measuring and sampling as referred to in Articles 5 through 9 is done by an employee of the Nederlandse Mosselveiling. The permission may be changed or withdrawn at any time if these General Terms and Conditions B are not complied with. Additional costs in addition to the regular costs for sampling may also be charged if sampling and measuring take place outside the Auction House.
4. The delivery of a lot of Mussels should be reported in good time, before the times of measuring and sampling are determined, through the digital announcing portal in the online auction system. Or by applying for an accompanying ticket, called a "delivery card". These tickets are available at the auction in Yerseke.
5. If the notification referred to in section 4 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 auction of lots of Mussels delivered with proper notification has taken place.
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 properly registered via the online 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. The Supplier must also indicate whether the financial settlement of the purchase price between the Supplier and the Buyer should be carried out by the Nederlandse Mosselveiling. If the Supplier opts for financial settlement, the provisions of Article 15 shall also apply.
8. When registering the lot, the Supplier is responsible for all relevant data provided about the lot. The Nederlandse Mosselveiling cannot be held liable in any way for the listing or publication of incorrect lot data.

Article 4 - Requirements for measuring and sampling

1. The designated places of the cargo holds of mussel vessels that bring Mussels to the Auction House should be accessible places for the sampling crane of the Nederlandse Mosselveiling.

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 when measuring;
 - 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;

Slopes are not permitted.
5. Lots of Mussels that are offered without meeting the conditions referred to in subsections 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 5 - 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 auction by means of a measuring rod inserted into the load by the 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. Preferably, the bags should be weighed on a crane scale made available to the Buyer by the Nederlandse Mosselveiling 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 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 sampling. The unladen weight of the vehicle is the weight of the vehicle shortly after unloading, including the weight of pallets where applicable. Loaded weight and unladen weight is determined on the basis of the weight note accompanying the vehicle, or on the basis of the data provided directly by a weighbridge designated by the Nederlandse Mosselveiling.
2. If one or more lots of Mussels, with due observance of the provisions of Article 3.3, 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. Preferably, the bags should be weighed on a crane scale made available to the Buyer by the Nederlandse Mosselveiling 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 by vehicle to the Auction House or to the location of the Buyer is responsible for the correct performance of the actions referred to in sections 1 and 2 by the carrier of the cargo.

Article 7 - Preparation for sampling

1. To establish the necessary data for a lot of Mussels that has been 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 8 - 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.
2. A sample bucket is filled from the last scoop in one motion.
3. If the cargo is delivered by vessel in big bags, an employee of the Nederlandse Mosselveiling Auction will dig a hole in a randomly chosen big bag using the sample bucket, either by shovelling or by filling it during unloading into a container on location.
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. If a load in big bags is brought by vehicle and sampled on location, an employee of the Nederlandse Mosselveiling fills the sample bucket from a random big bag while the Mussels are being unloaded 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 10 Unsealing of sample buckets

1. After the sample bucket enters the sampling area of the Auction House, the employee of the Dutch Mussel Auction 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 performed 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 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 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 class per kilogram;
- number: number of Mussels per standard quantity;
- barnacles/slipper limpets: number of grams per standard quantity;
- meat weight (expressed as a 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:
Tare percentage= $\frac{\text{gross weight} - \text{net weight}}{\text{gross weight}} \times 100\%$
3. 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.
4. 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.
5. 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.
6. 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 data has been processed.
3. A new sample is then taken in accordance with the provisions of Article 8 or Article 9.
4. The analysis of the new sample is carried out in accordance with the provisions of Article 11.
5. 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.
6. Depending on the set time for auction lots, the Auctioneer decides whether the taking, sampling and/or administrative processing must be postponed until after an auction that has already been held.

Article 13 - Determination of the Purchase Price

1. The Supplier submits a statement of the purchase price of the lot of Mussels he has delivered to the Nederlandse Mosselveiling within 5 working days.
2. The Supplier must declare a purchase price in conformity with the market to the Nederlandse Mosselveiling for the lot of Mussels delivered.

3. If it appears that the purchase price declared by the Supplier, as referred to in Article 13.1, differs from the purchase price of comparable lots of Mussels that have been traded via the Nederlandse Mosselveiling, and the Auctioneer considers a correction of the purchase price to be necessary in the statement for the Ministry of Agriculture, Nature and Food Quality, the Nederlandse Mosselveiling reserves the right to correct the purchase price in the statement for the Ministry of Agriculture, Nature and Food Quality.
4. Before the purchase price of a lot of Mussels is entered into the auction system, the Auctioneer ensures that the following information is recorded in the auction system:
 - a. an indication of the vessel or vehicle and the cargo hold in which the lot of Mussels was delivered;
 - b. the number of gross and net Tons of cargo delivered;
 - c. the place where the Mussels were harvested by area and 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 meat weight of the Mussels; and
 - j. a photograph of the cooked meat of the sample.All data relating to the analysis and purchase price of the lot of Mussels lot is visible only to the Supplier and Buyer involved in the transaction and to the Nederlandse Mosselveiling.

Article 14 - Financial Obligations of Supplier at Registration and Valuation Only

1. The payment owed by the Supplier and any other obligations will be collected by the Nederlandse Mosselveiling on the seventh calendar day after the invoice date.
2. If the Supplier cannot comply with the obligations set forth in this article, the measuring, sampling and administrative processing of subsequent lots of Mussels from the Supplier may be refused.
3. If it is found that the purchase price declared by the Supplier, as referred to in Article 13.1, differs from the purchase price of comparable lots of Mussels that have been traded via the Nederlandse Mosselveiling, and the Nederlandse Mosselveiling deems it necessary to make a correction in the statement for the Ministry of Agriculture, Nature and Food Quality, then the Nederlandse Mosselveiling reserves the right to correct the payments owed by the Supplier, as referred to in Article 14.1, and to charge the underpaid fees to the Supplier or to offset them against the purchase price of a later lot of Mussels, as referred to in Article 15.6.

Article 15 - Financial Obligations of Buyer and Settlement of Financial Transaction by Nederlandse Mosselveiling

1. If the Supplier chooses to have the financial transaction handled by the Nederlandse Mosselveiling, as referred to in Article 3, the purchase price of the Mussels purchased by the Buyer from the Supplier, plus the 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 the invoice date.
2. The Buyer is obliged to provide the Nederlandse Mosselveiling with a business direct debit authorisation. A written statement co-signed by the Buyer's bank in which the Buyer 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 Buyer does not comply with the provisions of the second section, the Buyer must, well in advance, provide a bank guarantee issued in the Buyer's name by a financial institution of good repute and on the usual terms and conditions, which must be approved by the Nederlandse Mosselveiling.
Or Buyer pays an advance to the bank account of the Nederlandse Mosselveiling, which is marked as an advance for the purchase of (a) lot(s) of Mussels. The advance must be at least equal to the value of the purchase price.
5. If the Buyer is unable to meet the obligations set out in Article 15.2 or 15.4, the financial settlement of the purchase price will be refused by the Nederlandse Mosselveiling.
6. The Nederlandse Mosselveiling will ensure that , on the seventh calendar day after the invoice date , the purchase price, less the fees and any other charges owed by the Supplier, is transferred to the bank account indicated by the Supplier.

Article 16 - 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. 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 attributable to intent and/or deliberate recklessness on the part of the 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 the Buyer with 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 17 - 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 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 18 - Applicable Law/Disputes

1. All legal relationships between the Nederlandse Mosselveiling and its employees and the Suppliers 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 and Buyers, the Court of Zeeland-West Brabant is competent to take cognisance of the dispute.

Article 19 - Final Provisions

1. These General Terms and Conditions B 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 established at any time that any provision of these General Terms and Conditions B is void or voidable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions B. 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 Terms and Conditions B, the applicable legislation or rules set by the Nederlandse Mosselveiling, 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