



Schedule B: General Terms and Conditions Landing Aquaculture ('Landing')

Article 1 – Definitions

The following terms when capitalised in these terms shall have the meaning assigned to them hereunder:

- 1.01 “Agreement” shall mean the consultancy agreement between Landing and Customer, including its schedules.
- 1.02 “Acceptance Procedure” shall mean the procedure as set out in Article 4 hereof.
- 1.03 “Customer” shall mean the person or entity to whom Landing has agreed to provide Services and Products under the Agreement.
- 1.04 “Deliverables” shall mean the desired results of the Services, as specified in the SOW.
- 1.05 “Landing’s Personnel” shall mean Landing’s employees performing Services hereunder.
- 1.06 “Products” shall mean all standard hardware and/or software to be delivered by Landing to Customer under the Agreement, as further specified in the SOW.
- 1.07 “Project” shall mean the agreed Services as specified in the SOW.
- 1.08 “Services” shall mean any development, engineering or consultancy services to be provided by Landing to Customer under the Agreement, as further specified in the SOW.
- 1.09 “Statement of Work” or “SOW” means Landing’s statement of work, specifying the Services, the Deliverables and/or the Products to be provided and/or supplied under the Agreement.

Article 2 – Services and Products

- 2.01 The scope of the Services to be performed and/or the Products to be supplied shall be set forth in a SOW agreed upon between the parties. The SOW shall include – to the extent applicable – the following:
 - Reference to these terms and the Agreement;
 - A specification of the objectives of the Project;
 - A detailed description of Deliverables and/or Products;
 - Time schedule for the Project, including milestones and delivery terms;
 - Applicable prices and payment terms



- 2.02 Upon Landing’s request, Customer shall furnish information from time to time as may be required for Landing to provide the Services and/or perform the Project. Customer is solely responsible for the accuracy and completeness of such information, and Landing shall not be liable for any defects in the Services or the Deliverables resulting from any inaccurate or incomplete information.
- 2.03 Landing warrants to Customer that it will perform the Services in a professional manner in accordance with the Statement of Work, and will use commercially reasonable efforts ensure that the Deliverables meet the requirements set out in the SOW. For Products, the warranties set out in Article 6 shall apply. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, LANDING HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, DELIVERABLES, PRODUCTS AND OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ALL OTHER WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE.
- 2.03 Landing may delegate its duties and obligations under the Agreement to a subcontractor without the consent of Customer, but Landing will promptly notify Customer of any such delegation. No contractual relationship shall exist between Customer and such subcontractors. Landing shall be responsible for the management of subcontractors in the performance of subcontractors’ work and the payment of subcontractors therefore.

Article 3 - Out of Scope Activities

- 3.01 Landing shall notify Customer in writing whenever it recognizes a need to provide Services or Products additional to or different from the agreed specifications in the SOW (an “Out of Scope Activity”). Similarly, if Customer wishes Landing to perform an Out of Scope Activity, it must notify Landing in writing. Landing shall provide a written description of the impact within a mutually agreed upon time frame, after Landing provides or receives (as applicable) written notice thereof. Such description shall include at a minimum the cost, time, schedule and functionality associated with the proposed Out of Scope Activity. Landing shall not work on, and Customer shall not be liable for any costs or expenses in connection with, such Out of Scope Activity unless and until parties have agreed on all issues regarding such Out of Scope Activity, and Landing receives a written confirmation from Customer’s authorized representative including an appropriate amendment to the affected Services and Products.
- 3.02 Any change to the requirements or specifications must be mutually agreed upon by the parties in writing. Until such time as the parties have agreed upon a change request Customer shall have no obligation to make any payment for changes or Out of Scope Activity. Landing shall not be required to provide Services and Products outside the agreed upon scope.



Article 4 – Acceptance of Services

- 4.01 Where so specified in a SOW, the Services will be accepted in accordance with the Acceptance Procedure as set out in this Article 4.
- 4.02 The sole purpose of the Acceptance Procedure is to verify that the Deliverables comply with the applicable specifications in all material respects. In order to enable such verification, the parties shall agree upon an acceptance protocol which shall constitute the sole basis of the acceptance tests (hereinafter “Acceptance Protocol”). This means that if the criteria set out in the Acceptance Protocol are met, the specifications shall have passed the acceptance test and the Deliverables are deemed to conform in all material respects to the relevant specifications.
- 4.03 Upon a date to be mutually agreed upon between the parties, but not later than 2 weeks after the invitation (hereinafter “Test Date”), Customer shall carry out, where required with the assistance of Landing, the Acceptance Procedure.
- 4.04 Customer shall notify Landing of the results of the Acceptance Procedure within ten (10) business days after such Test Date. If Customer confirms that the Deliverables conform in all material respects to the relevant Acceptance Protocol or in the event that Customer fails to inform Landing as to whether or not the Deliverables in question have passed the relevant Acceptance Procedure within ten (10) business days after the Test Date, the Deliverables in question shall be deemed to have passed the Acceptance Procedure. In addition, if Customer materially uses a Deliverable for commercial purposes, that Deliverable will be deemed accepted.
- 4.05 Customer will identify in reasonable detail, in writing, any discrepancies between the test results and the Acceptance Protocol for any particular Deliverable to Landing within ten (10) business days after the Test Date. Customer may not argue that a Deliverable has failed to pass the Acceptance Procedure if the issues in question do not amount to a material non-compliance with the applicable Acceptance Protocol. If this term passes without written and specified notification of well-founded complaints, the Deliverable is assumed to have been accepted. In case of minor shortcomings, especially those which hardly or not at all influence the anticipated use of the Deliverables, the Deliverables shall be assumed to have been accepted despite these shortcomings. Landing shall remedy such shortcomings as soon as possible.
- 4.06 Landing shall upon Customer’s request commence with adaptation work until the Deliverables comply with the relevant Acceptance Protocol within 10 business days from the date on which Customer informs Landing that the Deliverables in question have failed the acceptance tests. Solely in the case that non-compliance of the Deliverables with the applicable Acceptance Protocol is attributable to a material breach of Landing’s obligations under the Agreement, Landing shall perform such work at its own expense. Landing and Customer shall determine in good faith the



period in which Landing is required to make the Deliverables compliant (the “Grace Period”). Customer shall carry out repeat acceptance tests immediately upon Landing’s request and shall carry out such repeat acceptance tests as expeditiously as possible, and with the reasonable cooperation of Landing. Any failure to do so shall entitle Landing to extend the Grace Period by an amount equal to the delay in question.

- 4.07 If, after the expiry of the Grace Period for any Deliverable, Landing has not delivered the deliverable in question to Customer in a form that satisfies, in all material respects, the Acceptance Protocol, Customer shall be entitled to terminate the relevant part of the Agreement, if such is justifiable under the circumstances. Such termination shall have no effect on the acceptance of any preceding Deliverables nor on payments due. Alternatively, Customer may elect to accept the Deliverable “as is”, subject to a pro rata refund of the applicable charges to reflect the reduced functionality or performance of the Deliverable in question if non-compliance with the applicable Acceptance Protocol is attributable to a material breach of Landing.
- 4.08 Upon passing of the Acceptance Procedure the specifications shall be deemed replaced by the Deliverables and, Landing shall be deemed to have been discharged from all its obligations with regard to the Deliverables and Landing shall have no further liability therefore.

Article 5 - Delivery

- 5.01 Unless agreed otherwise in writing, Landing shall deliver the Deliverables and Products Ex Works, as such term is defined in the most recent “Incoterm” definitions issued by the International Chamber of Commerce.
- 5.02 If delivery of any Deliverable or Product is delayed beyond the otherwise applicable delivery date for such Deliverable or Product (the “Delivery Date”), Landing’s only obligation, and Customer’s exclusive remedy, under the Agreement shall be for Landing to deliver such Deliverable or Product (the “Late Item”) as soon as reasonably possible after the Delivery Date, but in any event within any reasonable period following the Delivery Date that is agreed upon by both parties (the “Delivery Extension Period”).
- 5.03 Notwithstanding subsection 5.02 above, if any Late Item has not been delivered by the expiration of the Delivery Extension Period, Customer’s exclusive remedy under the Agreement shall be to cancel the Agreement on written notice to Landing; provided that: (1) such cancellation shall not relieve Customer of its obligation to pay Landing in full for any Deliverable or Product that has already been delivered; (2) such cancellation is reasonable under the circumstances; and (3) Landing shall have no liability to Customer with respect to any Late Item after such cancellation.



- 5.04 Notwithstanding anything to the contrary, Delivery Dates shall be automatically extended by a reasonable period in case of reasons beyond Landing's control, such as: (1) any delay due to an force majeure; or (2) any delay by Customer in the fulfilment of its obligations under the Agreement (including, but not limited to, any obligation of Customer to furnish any correct materials, documents or data to Landing).

Article 6 - Quality of Products/Warranty

- 6.01 Landing warrants that the Products at the time of shipment and a period of 12 months thereafter shall conform to the agreed specifications for that Products, provided however that (i) no warranty shall apply to Products that have been installed or maintained by the Customer; and (ii) for components that Landing has purchased from a third party, Landing's warranty obligations shall not exceed the warranty obtained from the supplier of such components.

- 6.02 Notwithstanding anything to the contrary, any complaint that a Product does not comply with the warranties contained in this Article 6 hereof must be lodged with Landing in writing, including a detailed description of the complaint, such complaint to be lodged as soon as such defect is discovered but in no event more than two (2) weeks thereafter.

- 6.03 If Customer lodges a complaint in the manner referred to in Article 6.02 above, Customer shall provide Landing with every reasonable opportunity to examine or have the Product examined in order to verify such complaint.

- 6.04 Notwithstanding anything to the contrary, Customer shall have no right to lodge any complaint with respect to any Product if:
- a. such Product has been improperly transported, treated, used, adapted or stored by or on behalf of Customer, or transported, treated, used, adapted or stored in violation of instructions given by or on behalf of Landing;
 - b. Customer does not lodge a complaint within the time frames set forth in Article 6.02 above; or
 - c. Customer does not provide Landing the opportunity to inspect the Products as set forth in Article 6.02 above.

After discovery of any purported defect in the Products, the Customer shall use its best efforts to mitigate, prevent or limit any damages, including without limitation by immediately ceasing any use of such Products.

- 6.05 In the event that Landing breaches any of its representations and warranties contained in Article 6.1 above (and provided that Customer has complied with Article 6.02 above with respect to the lodging of a complaint relating to any such breach by Landing), Landing's only obligation under the Agreement and Customer's exclusive remedy shall be repair or replacement of the defective



Products at no cost to Customer, or credit Customer in whole or part for the defective Products all at the option of Landing.

Article 7 - Consideration, payment terms

- 7.01 In consideration of the performance of the Services and/or the supply of the Products hereunder in accordance with the Agreement, and unless the parties agree otherwise in writing, the prices payable to Landing shall be agreed upon in writing in the SOW.
- 7.02 Landing has the right to increase the prices for its Services and/ or Products as indicated in the SOW, in the event of an increase of the costs that determine such prices, including without limitation the costs of (raw) materials, components and labour.
- 7.03 The fees shall be invoiced on the basis of the payment scheme as set out in the relevant SOW.
- 7.04 Expenses incurred in accordance with out of pocket costs such as described in article 8 below, shall be invoiced to the Customer as further agreed upon.
- 7.05 Payment of the prices and reimbursement of expenses will be effected to such bank account as Landing will indicate, within fourteen (14) days from the date of receipt of Landing's invoice and relevant cost statements in EUR.
- 7.06 Title of ownership of Deliverables and Products shall only pass to Customer, and any license right provided to Customer under the Agreement shall first become effective, upon full payment of such Deliverables and Products. Risk shall pass to Customer upon first delivery thereof. If Landing for any reason anticipates that Customer may not be able to comply with its payment obligations under the Agreement, or in the event that any credit insurance obtained by Landing with respect to the Agreement no longer covers the risk of such non-compliance, then Landing shall have the right to reject or suspend the performance of all Projects which are likely to be affected by Customer's non-compliance until such time that Customer has provided adequate additional payment security in a form reasonably acceptable to Landing.
- 7.07 Where the Customer fails to make payment on time, Landing shall be entitled, without any written legal notice, to charge interest on the late payment calculated at the rate of one percent (1,0 %) per month or, if more, the statutory interest rate under applicable law, of the total amount due until actual payment. This remedy is notwithstanding any other legal remedy that Landing may have under governing legislation.



Article 8 – Expenses; travel and accommodation

- 8.01 Upon Customer's express request Landing shall undertake business trips in connection with the execution of the Services under this Agreement. The travel expenses for such business trips shall be reimbursed to Landing against receipt of a specified invoice subject to article 7.
- 8.02 Notwithstanding any provisions to the contrary, all expenses incurred in the execution of the Services shall be approved by Customer prior to the incurrence of such expenses in writing. Landing shall supply detailed specifications of expenses by specifying date, nature of expenses and personnel involved.
- 8.03 Travel upon Customer's request to premises other than the agreed premises for performance of the Services shall be charged on an actual-costs basis.
- 8.04 For intercontinental business trips, travel during weekends and/or public holidays the parties shall agree on an appropriate remuneration in the SOW concerned.

Article 9 – Confidentiality

- 9.01 Landing will receive and hold in complete confidence all information which is obtained directly or indirectly pursuant to the Agreement including the contents and substance of same (the "Confidential Information"). Landing shall take such steps as may be necessary to prevent disclosure of the Confidential Information to others. The obligations of confidentiality shall not apply to information which (a) is within the public domain at the time of disclosure or later becomes part of the public domain through no fault of Landing; or (b) was known to Landing prior to disclosure by Customer as may be proven by written records of Landing; or (c) is disclosed to Landing by a third party who did not obtain such information, directly or indirectly, from Customer.
- 9.02 Landing will not use any of the Confidential Information, except as necessary for the proper execution of this Agreement, it being understood that the Confidential Information may be communicated in confidence within Landings' organisation or to sub-contractors or to other persons called in by Landing for the execution of its obligations under this, but only on a need-to-know-basis and to the extent necessary to provide the Services and /or Products under this Agreement and to those persons having a need to know such information for the proper execution of the Agreement. Notwithstanding the above, upon Customer's written consent, Landing shall have the right to mention the Project for its own marketing purposes such as online advertisement, customer presentations and brochures.
- 9.03 Landing warrants that its Personnel and sub-contractors will be bound by the same (confidentiality) obligations agreed upon in this Article 9.



- 9.04 Landing further warrants that the Confidential Information shall be kept in secure places, under strict access and use restrictions.
- 9.05 Landing agrees to return all tangible Confidential Information that has been received under the Agreement including all copies made thereof promptly upon request by Customer, except for any information required for execution of the Agreement. The parties acknowledge however that this task may be difficult to accomplish completely and agree that they will handle it in a reasonable and practical manner that ensures either the return or destruction of the Confidential Information.
- 9.06 In protecting Confidential Information, Landing will take all necessary precautions and the Confidential Information will be treated in the same manner and with the same degree of care as Landing applies with respect to its own confidential information.
- 9.07 The provisions of this article 9 shall remain in full force and effect during the term of the Agreement and for a period of three (3) years thereafter.

Article 10 – Intellectual Property Rights

- 10.01 All intellectual (and/or industrial) property rights (“IPR”) in work or resulting from work done by or on behalf of Landing pursuant to the Agreement and any subsequent modifications to the same, shall exclusively vest in Landing. Customer shall have a limited, personal, non-exclusive, non-transferable and non sub-licensable license to use the Deliverables for the purposes laid down in the applicable SOW.
- 10.02 Landing does not provide any warranty that the Services or their Deliverables do not infringe upon any intellectual or proprietary right of any third party anywhere in the world.

Article 11 – Non-solicitation

Landing (for the sake of clarity including its sub-contractors) on the one hand and Customer on the other, will not solicit another’s employee(s) for employment. For the purposes of this Article 11 “solicit” shall include any act intended or calculated to result in an employee leaving his/her employment but shall exclude advertising for employment in any bulletin board (including electronic bulletin boards), newspaper, trade journal or other publication available to the general public.

Article 12 - Liability

- 12.01 Landing shall obtain, during the terms of this Agreement a Professional Liability insurance. Any liability that Landing may have under the Agreement is limited to the amount covered and paid by the insurance for that particular case. In case any direct liability should not be covered by such insurance, Landing’s liability is limited to 25% of the aggregate amount paid by Customer to Landing for the Services by Landing under



the relevant Project, except where prohibited by law and for any acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent or wilful intent on the part of Landing.

- 12.02 EXCEPT IF – AND TO THE EXTENT THAT - SUCH LIABILITY IS COVERED AND PAID BY LANDING’S INSURANCE, IN NO EVENT WILL LANDING BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF LIFE STOCK, LOSS OF PROFITS OR REVENUE, DATA OR DATA USE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

Article 13 –Termination

- 13.01 In the event a party has not remedied any material breach of a SOW after a thirty (30) days written notice, the other party is entitled to terminate such SOW hereunder forthwith by notice to the failing party without prejudice to any other rights accruing under the Agreement and governing law. In case of such termination, Landing shall be paid for all Services provided until the date of actual termination.
- 13.02 Landing may terminate any and all SOWs and the Agreement in the event that Customer shall or can reasonably be expected to cease business in the ordinary course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver or a manager for its business assets or avails itself or becomes subject to any proceeding under bankruptcy laws or any other statutes or laws relating to insolvency or protection of the rights of creditors, or in the event control over it shall be transferred to others than those exercising control over it on the date Landing started with its services under the relevant SOW, unless this change of control is the result of a transfer of business within the same group of companies.

Article 14 - Miscellaneous

- 14.01 The Agreement and its entire intent and understanding between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, covenants and former agreements related to the subject matter hereof and no party shall be bound by any conditions, representations or warranty other than as expressly set forth in writing executed by both parties hereto.
- 14.02 Neither party shall assign any of its rights or obligations under the Agreement, or in any way transfer its rights to any third party without the other party’s prior written consent, which consent shall not be unreasonably withheld. It shall be considered unreasonable for either party to condition granting the other party’s request for consent of assignment upon the payment of additional fees, charges, or other remuneration.



- 14.03 Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of these terms shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these terms, but every other provision of these terms shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under applicable law.
- 14.04 The parties hereto are independent contractors and neither party shall be, nor be considered to be, an agent, distributor, or representative of the other party or entitled to bind the other in any manner.
- 14.05 These terms may only be modified and/or amended in writing executed by duly authorised representatives of each of the parties.
